

**CITY OF FALCON HEIGHTS**  
Special Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**AGENDA**  
December 22, 2025 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: GUSTAFSON  LEEHY  MEYER

MIELKE  WASSENBERG

STAFF PRESENT: LINEHAN

C. APPROVAL OF AGENDA *meyer, 4-0*

D. PRESENTATION

E. APPROVAL OF MINUTES:

*Fif* ✓ 1. October 23, 2025 City Council Joint Workshop Meeting Minutes with St. Anthony City Council  
✓ 2. November 12, 2025 City Council Regular Meeting Minutes  
3. December 3, 2025 City Council Workshop Meeting Minutes

F. PUBLIC HEARINGS:

1. Consideration of Amending the 2026 Fee Schedule Ordinance to Modify 2026 Water & Sewer Rates, 2026 Recycling Rates, Credit Card Minimum Convenience Fees, Permit Fees and Community Garden Fees

G. CONSENT AGENDA:

1. General Disbursements through 12/17/25: \$325,125.34  
Payroll through 12/16/25: \$21,773.93  
Wire Payments through 12/16/25: \$14,500.10  
2. Approval of City Licenses  
3. Appointment of Campbell Knutson as City Attorney  
4. Appointment of Kelly & Lemmons as City Prosecutor  
5. Appointment of Creative Planning as City Auditor  
6. Appointment of Roseville Assistant City Engineer Erik Henricksen as City Engineer  
7. Approval of the Northeast Youth and Family Services Cooperative Service Agreement for 2026  
8. Approval of the Tubman Legal Services Cooperative Agreement for 2026  
9. Approval to Amend Flexible Benefits Plan for the 2026 IRS Increase in Maximum Reimbursement for Dependent Care Flexible Spending Account  
10. Approval of Resolution 25-110 Authorizing an Agreement with The Hartford for Employee Long-Term Disability Coverage Effective January 1, 2026  
11. 2026 Polling Place Agreement

*Motion to Close Public Hearing:  
meyer*

*Motion to approve: Lehy  
4-0*

*Gustafson  
4-0*

12. Approval of Transfer of Surplus Funds from the General Fund to the U of M Les Bolstad Golf Course Redevelopment Capital Fund
13. Approval of 2025 Budget Amendment - Reduction of Transfer from Infrastructure Fund 419 to the 2025 Pavement Management Program Capital Project Fund 424
14. Notification of Social Security Withholding Change for Elected Officials
15. Approval of Pay Voucher #2 to New Look Contracting, Inc. for the Community Park Improvement Project
16. ~~Approval of Public Works' Purchase of a Ford Lighting EV Truck Not to Exceed \$65,000~~

H: POLICY ITEMS:

1. Approval of Resolution 25-111 Modifying the Administrative Manual – Section IV Personnel Policy
2. Approval of Resolution 25-112 Extending the State Fair Task Force to January 31, 2026

meyer  
4-0

mierke

I: INFORMATION / ANNOUNCEMENTS:

4-0

J: COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

K: ADJOURNMENT:

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**CITY OF FALCON HEIGHTS**  
Joint City Council Meeting  
St. Anthony Village City Hall

**MINUTES**  
October 23, 2025 at 6:00 P.M.

**Present:**

**Mayor & Council:**

Mayor Randy Gustafson, Councilmembers Melanie Leehy, Eric Meyer, Jim Wassenberg, and Paula Mielke.

**Staff:**

City Administrator Jack Linehan.

**Others:**

Metro-Inet Senior Computer Support Analyst Jesse Richardson, City of Lauderdale Mayor Mary Gaasch, Council Members Jeffrey Dains, Sharon Kelly, City Administrator Heather Butkowski, St. Anthony Village Mayor Wendy Webster, Councilmembers Lona Doolan, Nadia Elnagdy, and Jan Jenson, Police Chief Jeff Spiess and City Manager Charlie Yunker.

**Call to Order:**

Mayor Wendy Webster called the Work Session to order at 6:00 p.m.

Mayor Webster welcomed the group and thanked everyone for attending and asked all attendees to introduce themselves.

**1. Work Session Topics**

**A. Police Department Body Camera System Replacement**

Police Chief Spiess presented information to the group regarding the evaluation process for selecting a new body camera system replacement. The replacement is needed due to the current system going "end of life" at the end of 2026. The current system has a subsequent version available, but it is not recommended by either the Police Department or the City's Information Technology partner due to reliability issues experienced by other police departments.

There are two primary solutions available in the market, with similar feature sets that would ~~fix~~ ~~fit~~ the need for the department. Police Chief Spiess described the comparison and the experience of the officers in the department that participated in testing the equipment and discussed experiences with other departments in Minnesota.

The Police Department has identified the preferred option between the two and sought input on the collective Council's comfort level with absorbing the significant annual cost that will come with either solution. All present expressed support for the department to choose the best solution that will meet the needs and expectations of the department.

The collective Council's also expressed support for staff to proceed with a new system when the timing is most appropriate to be completed by the end of 2026.

Saint Anthony Council Member Doolan proposed topics for the next joint meeting to cover areas of traffic safety and specifically covering vehicle speed, and the growth of the use of e-bikes and scooters.

Mayor Webster wrapped up and thanked everyone for attending.

**Adjournment:**

The meeting adjourned at 7:50 p.m.

A blue ink signature of Randall C. Gustafson.

Randall C. Gustafson, Mayor

Dated this 22<sup>nd</sup> day of December, 2025

A blue ink signature of Jack Linehan.

Jack Linehan, City Administrator

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**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**MINUTES**  
November 12, 2025 at 7:00 P.M.

A. CALL TO ORDER: 7:03 PM

B. ROLL CALL: GUSTAFSON\_X\_\_ LEEHY\_X\_\_ MEYER\_X\_\_  
MIELKE\_X\_\_ WASSENBERG\_X\_\_

STAFF PRESENT: LINEHAN\_X\_\_ LYNCH\_X\_\_

C. APPROVAL OF AGENDA

Councilmember Leehy motions to ~~adjourn~~ <sup>approve</sup> the agenda;  
Approved 5-0

D. PRESENTATION

1. Presentation from St. Anthony Police Department Chief Jeff Spiess – Police Services Reintroduction and Partnership Update

Chief Spiess thanks the council and notes that he has received great feedback about the partnership from officers and community members, especially regarding their visibility and ensuring they respond to community needs. Officers are intentionally stopping to have conversations with residents and businesses. He also highlights their presence at community events. Next, Spiess provides data on speeding, calls, and other traffic data. They have proactively added staffing around big events taking place at the Minnesota State Fairgrounds. The new paid parking program turned out well; there was good communication between officers and ambassadors. They received positive feedback for their visibility and the decrease in traffic the program brought. Spiess highlights some notable calls that took place in Falcon Heights. The St. Anthony Police Department developed a strategic plan in 2018, which was revamped in 2024, guiding the operations. He highlights the 6 goals of the plan:

1. Community Engagement, Transparency, and Accountability
2. Equipment & Technology
3. Training & Professional Development
4. Safe Streets & Safe Communities
5. Employee Wellness
6. Recruitment

Chief Spiess notes they have seen great success in recruitment, and the department grew from 17 officers to 26 officers. Some of the core values that define the department are integrity, courage, and compassion. The US Department of Justice has requested input from the department in creating best practices for all police departments.

Council thanks Chief Spiess and the police department, and had questions surrounding the strategic plan, peer-to-peer program, and behavioral response team. Spiess comments that they work with Northeast Youth & Family Services, and Ramsey County has a social worker who assists the department.

E. APPROVAL OF MINUTES:

1. September 23, 2025 City Council Joint Meeting with Planning Commission
2. September 24, 2025 City Council Regular Meeting Minutes
3. October 1, 2025 City Council Workshop Meeting Minutes

Councilmember Meyer motions to approve the meeting minutes;  
Approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 11/7/25: \$493,325.58  
Payroll through 10/21/25: \$23,350.27  
Payroll through 11/4/25: \$21,740.61  
Wire Payments through 11/4/25: \$36,737.95
2. Approval of City Licenses
3. Approval of Resolution 25-97 to Approve Abstract of Votes Cast
4. Approval of Resolution 25-98 Authorizing Change Order #1 with New Look Contracting, Inc. for Community Park Improvements Project FH-01
5. Approval of Resolution 25-99 Amending the City of Falcon Heights Personnel Policy to Clarify Participation in the MSRS Health Care Savings Plan
6. Authorization of Interconnect Usage Agreement with the City of Roseville to Provide Sanitary Sewer Service to Community Park
7. Approval of Resolution 25-100 Authorizing Acceptance of a Proposal with Abdo Workforce Solutions for Full-Service Payroll Processing and Support
8. Approval of Resolution 25-101 Authorizing the Application for the Minnesota Department of Natural Resources ReLeaf Community Forestry Grant

Mayor Gustafson motions to approve the consent agenda;  
Approved 5-0

H. POLICY ITEMS:

1. Consideration of Conditional Use Permit Request at Falcon Heights Town Square for a Child Daycare Center

Community Development Coordinator Lynch explains that the City of Falcon Heights has received a Planning Application and request for a Conditional Use Permit (CUP) to operate a child daycare center within an existing retail suite located at Falcon Town Square, 1550 Larpenteur Avenue West. Under City Code, child daycare centers are classified as a conditional use within the B-3 district. Approval of a Conditional Use Permit is therefore required before occupancy and operation. She provides a brief overview of what a CUP entails, as well as what the city's authority is in granting a CUP and the standards around the permit. Lynch proceeds by providing an overview of the proposal. The operating hours will be from 7:00 AM - 9:00 PM, Monday through Friday. The applicant offers a maximum of 95 children with a mix of ages. Tuition rates follow the rates set by Ramsey County. City code requires a minimum of 4 parking spaces, and

the applicant has requested 10 designated pickup and drop-off spaces in the shared Falcon Town Square parking lot. Additional City requirements are that the applicant has to get a city and state license. Lastly, she provides an overview of the space and next steps. The Planning Commission held a public hearing and recommended approval.

Leehy is clarifying the number of parking spaces and the interior remodel. The applicant notes that property management has agreed to provide 10 spots in the shared lot. Lynch notes that if approved, the applicant intends to remodel the interior and will go through the building permitting process. Leehy adds that signage should be improved at Falcon Town Square to make the one-way entrance clearer. Gustafson wonders if this can be a condition. Lynch does not see this as a valid condition to be added.

Council next wonders what the timeline is to open the daycare if approved. The applicant hopes to open in the next 3 to 6 months. They then discuss recruitment with the applicant; it will be open to families in the building as well as the public.

Councilmember Mielke motions to approve Resolution 25-102 Approving a Conditional Use Permit for 1550 Larpenteur Ave West for a Child Daycare Center;  
Approved 5-0

## 2. Approval of Edits to the Falcon Heights Admin Manual Regarding Commissioner Stipend

Linehan explained that following the implementation of commissioner stipends, staff noticed some discrepancies. Lynch agrees that there was confusion between the Admin Manual and City Code, specifically relating to when commissioners would receive the stipend. Staff have discussed it internally, and after reviewing City Code and the Admin Manual, the intent is for Commissioners to be paid only per meeting attended. The drafted changes clarify this and also add a provision that if a meeting is cancelled due to lack of quorum after Commissioners have arrived at City Hall for the scheduled meeting, those in attendance would receive their stipend. Wassenberg adds some comments to clarify definitions.

Councilmember Wassenberg motions to approve the modification of the Administrative Manual with the drafted edits to Section II - City Commissions with minor amendments;  
Approved 5-0

## I: INFORMATION / ANNOUNCEMENTS:

Wassenberg thanks staff and the Parks and Rec Commission for hosting the game night at City Hall.

Leehy notes the Community Engagement Commission will meet next week to discuss the Human Rights Day event, which will be observed on December 9, focused on food insecurity. She also commends staff for hosting the open house for rental owners regarding the rental code updates. Lastly, she thanks those who ran for the council elections.

Meyer explains that the Planning Commission met and approved the Conditional Use Permit for Daycare.

Mielke informs the council that the Environment Commission met and provided an update on the Partners in Energy Plan, the planting of boulevard trees, and brainstormed on how to use county funds to encourage recycling.

Gustafson congratulates the newly elected councilmembers.

Administrator Linehan adds Public Works has been street sweeping the streets. The renovations at Community Park are progressing, the shelter is almost complete, and they will be working on roofing and siding next. Public Works added new lighting at the gazebo at Curtiss Field. They also added solar light at the monument at the Snelling and Larpenteur intersection. 2 streetlights were hit along Larpenteur and will be replaced in the spring of 2026. Staff continue to accept street assessments from the latest road projects. The week of Thanksgiving, the Lions Club will start selling Christmas trees at City Hall.

J: COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

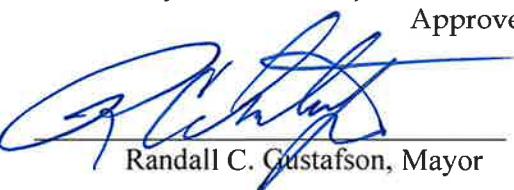
K. CLOSED SESSION:

1. Annual Performance Evaluation for City Administrator Jack Linehan - Pursuant to Minn. Stat. 13D.05, subd. 3(a).

Councilmember Leehy motions to enter closed session;  
Approved 5-0

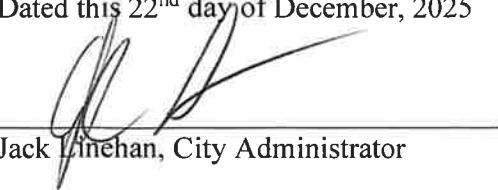
J: ADJOURNMENT: 8:15 PM

Councilmember Leehy motions to adjourn the meeting;  
Approved 5-0



Randall C. Gustafson, Mayor

Dated this 22<sup>nd</sup> day of December, 2025



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Jack Linehan, City Administrator

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**CITY OF FALCON HEIGHTS**  
City Council Workshop  
City Hall  
2077 West Larpenteur Avenue

**MINUTES**  
Wednesday, December 3, 2025  
6:30 P.M.

A. CALL TO ORDER: 6:35 PM

B. ROLL CALL:      GUSTAFSON\_X\_ LEEHY\_X\_  
                          MEYER \_\_ MIELKE\_X\_ WASSENBERG\_X\_\_

STAFF PRESENT:    LINEHAN\_X\_ JOHNSON\_X\_

C. POLICY ITEMS:

1. Larpenteur Senior Apartments Conduit Bond Request

Linehan introduced a conduit bond request for the proposed Larpenteur Senior Apartments, located on the parcel adjacent to Amber Union. He explained that the site previously had an approved Planned Unit Development (PUD) under Buhl, which was later sold to Velair Development. Taft will serve as bond counsel for the City. The process is similar to the Amber Union conduit bond issued in 2021, with bond funding submitted to the State of Minnesota. Linehan noted that the conduit bond presents minimal financial risk to the City, as all legal and issuance costs are paid by the applicant. The City would receive one-quarter of the issuance fee, estimated at approximately \$62,000, while supporting the development of affordable senior housing.

Marty O'Connell, developer with Velair Development, presented the proposal. Councilmember Mielke asked whether the bond program is competitive. O'Connell confirmed that it is highly competitive, with a waitlist, and that the project would likely receive an award in 2026 or 2027. The proposal includes a 110-unit affordable senior apartment building. O'Connell shared background on Velair Development, noting its experience in affordable housing and in-house property management.

The building would include one level of underground parking and serve residents aged 55 and older. Units would include a mix of studios, one-bedroom, and two-bedroom apartments. The project proposes 116 parking stalls, a combination of underground and surface parking. Shared parking currently used by Amber Union would remain. The site is located near public transit. Planned improvements include upgraded street frontage, no changes to the curb cut, and potential stormwater infrastructure beneath the parking area.

Parking was discussed in detail. The proposal includes 116 stalls, equating to approximately 1.05 stalls per unit and 0.91 stalls per bedroom. O'Connell explained that senior-oriented housing typically generates lower parking demand, particularly with a high share of one-bedroom units. Councilmember Mielke asked whether this ratio was

comparable to similar developments. O'Connell stated that many suburban senior developments provide between 1.0 and 1.5 stalls per unit, but those located farther from transit often have unused parking.

Councilmember Wassenberg asked whether all units would be restricted at 60 percent AMI. Rents would be restricted at an average of 60 percent AMI, with units ranging from 30 to 70 percent AMI. For 2025, 60 percent AMI was noted as \$63,600. The project will not include assisted living. O'Connell shared that COMO Connects has expressed interest in providing voluntary services for residents. Age requirements include at least one household member aged 55 or older, with others aged 50 or older.

O'Connell outlined key benefits to the City, including the addition of new affordable senior housing, commercial use of the site, an increase to the property tax base, receipt of an issuance fee, and productive use of a key development site. He also provided an overview of the anticipated development timeline.

Councilmember Leehy asked about on-site management and programming. O'Connell stated management and maintenance staff would be on-site during weekday business hours and that the financing requires long-term ownership. The project plans to offer regular resident activities.

Councilmember Wassenberg asked about the duration of affordability restrictions. O'Connell confirmed affordability would be maintained for 30 years with no market-rate conversion. Councilmember Wassenberg expressed support for the site layout and landscaping.

Mayor Gustafson, on behalf of Councilmember Meyer, asked how age restrictions function in situations involving multigenerational households. O'Connell explained that property management and maintenance staff work closely with residents and can make accommodations when appropriate.

Linehan clarified that the previously approved PUD contains limitations and that amendments may be required through the planning process. He emphasized that support for the conduit bonding resolution does not imply support for future land use or planning approvals. The conduit bond would function as a pass-through mechanism allowing the City to assist in the development of affordable housing without impacting the City's own bonding capacity.

Councilmember Gustafson asked whether the developer was requesting Tax Increment Financing (TIF). O'Connell stated that Velair is not seeking TIF, though there are financing gaps and the project is pursuing multiple funding sources. Linehan added that the proposed \$25 million state bond does not count against the City's bond cap.

## 2. Budget Workshop #5

Linehan provided an update as the City prepares for the Truth-in-Taxation hearing scheduled for December 10, noting that staff is finalizing the proposed 2026 budget.

a. Final Budget

- The General Fund balance is projected to decrease. Presenting a final levy of \$2,882,408, which includes a general levy of \$2,712,781 and a debt levy of \$169,627. This remains consistent with the preliminary levy submitted to Ramsey County, which is an increase of \$107,649 or 3.88% from 2025.
- The financial consultant budget was reduced from \$100,000 to \$73,000 in order to maintain the proposed property tax levy at 3.88 percent.

b. Capital Updates

- General Capital: A modest allocation of \$15,000 is proposed for improvements to the Council Chambers.
- Public Safety Capital: Funding levels will remain unchanged. Linehan discussed the potential inclusion of body-worn cameras, which could be funded through either the General Fund or Capital Fund. The cameras would require annual transfers over a 10-year period, and the City would not own the equipment.
- Capital Outlay – Machinery & Equipment: \$350,000 is proposed for the purchase of a street sweeper and a new electric pickup truck. The Community Park renovation timeline has been extended over two years due to remaining work.
- City Monuments: An additional \$40,000 is proposed to add a digital sign to the existing City Hall monument sign.
- Les Bolstad Fund: A new fund is proposed using \$80,000 of surplus from the 2025 General Fund. Linehan noted that planning consultants are currently being interviewed.

c. Special Revenue Funds

- All special revenue funds maintain positive balances. The charitable gambling fund continues to perform well, though the Council will need to identify a charitable recipient.
- The Community Garden fund includes funding for supplies and a potential expansion of garden plots.
- The Water Fund supports hydrant maintenance, with a portion of water bill revenues dedicated to replacement.
- The Recycling Fund collects recycling fees and pays Tennis Sanitation; future recycling initiatives were discussed.
- Community Economic Development funding remains unchanged. A separate capital fund will be created for the Les Bolstad project.
- Street Lighting funding remains unchanged.
- The Community Inclusion fund includes a proposed \$10,000 transfer from the General Fund, with future use plans to be developed.
- A Parking Management fund was created to support ParkMobile operations. Revenue projections are more conservative, and a \$49,000 transfer to the General Fund is proposed to reduce the levy. No major changes are anticipated.

d. Enterprise Funds

Both enterprise funds are stabilizing after some funds were used for the Community Park project.

- Sanitary Sewer: A sewer rate increase of \$0.25 per month is proposed. Primary costs include Metropolitan Council charges and the sewer lining program. Approximately \$600,000 remains in sewer relining, with \$400,000 proposed in 2026 and \$200,000 in 2027, funded from operating reserves.

- Storm Drainage: A \$0.25 per month fee increase is proposed, with no other changes.

e. Debt Service Funds

- With the 2023 G.O. Improvement Bond fully paid off in 2025, the only bond principal scheduled for payment in 2026 is the 2021 G.O. Improvement Bond.
- The 2023 street project will continue to receive assessment payments after payoff, creating a fund balance that may be used to offset future debt.
- The 2025 street project assessments were reported as favorable.
- Overall, the City continues to make progress in reducing outstanding debt.

Gustafson asked about the cost of body-worn cameras for the Police Department. Linehan estimated the cost at approximately \$40,000 annually. He also reviewed staffing costs, noting a current annual average of approximately \$1.4 million, with a proposed 2026 budget of \$1.7 million as staffing levels are fully ramped up. Linehan stated that body-worn cameras would likely be treated as a capital expense or require a budget amendment funded through a transfer from fund balance. He noted that while the City has historically had annual surpluses, future budgets are being prepared more conservatively and cannot rely on consistent surpluses.

3. Class & Comp Study

a. Council

Linehan explained that there are legal limitations regarding when the City Council may adjust its own compensation. After review by staff and the City Attorney, the recommended approach is to establish a new compensation structure beginning in 2028, with future adjustments tied to a Consumer Price Index (CPI). Linehan noted that any attempt to increase council salaries before that timeframe would violate state statute.

Wassenberg expressed support for linking future adjustments to the Consumer Price Index (CPI), noting that the Council does not vote on CPI values, while it does approve cost-of-living adjustments (COLA). Gustafson asked whether the Council would be required to vote on the adjustment. Linehan clarified that no Council action would be required, as the adjustment would be automatic, with staff responsible for calculating the annual increase.

Linehan noted that, based on comparable cities, council compensation has not kept pace with salary adjustments provided to staff. Gustafson characterized council compensation as a stipend recognizing the cost of service. Leehy asked whether the new compensation level would need to be adjusted to reflect 2028 CPI values. Linehan responded that the recommendation is to set a new base rate effective in 2028, after which future councils could determine how and when to adjust compensation.

b. Staff

Linehan presented proposed staff compensation adjustments, including a 3 percent COLA, consistent with comparable cities. He noted that the increase would be funded across multiple sources, as most positions are not paid solely

from the General Fund. The General Fund impact is estimated at \$18,000, with no impact on the tax levy. The proposal also includes adjustments to move each employee to the closest appropriate step within the pay plan relative to their current rate.

#### 4. Statement of Support for Somali / Karen Residents

Linehan explained that Councilmember Mielke requested discussion of a resolution of support in response to rapidly evolving events affecting Somali and Karen residents. Mielke stated that while she initially sought a formal resolution, she now recommends issuing a statement instead, given the changing nature of the situation.

Gustafson noted that City policy does not require residents to disclose citizenship or immigration status and emphasized that divisive or race-based hateful speech is not welcome in the community.

Leehy referenced similar statements previously issued by the City and expressed support for reiterating those principles rather than adopting a new resolution. She stated that the City has historically affirmed that Falcon Heights is a safe and welcoming community and that such statements are intended to apply broadly to all residents when groups are targeted. Wassenberg agreed, noting that a brief statement addressing current circumstances would be appropriate. Wassenberg and Mielke agreed to work together on a draft for issuance that week.

#### 5. Renters Rights Policies – Pre-Approval

Linehan explained that staff revised the proposed Renters' Rights policies after incorporating feedback received to date. To solicit input from property owners, staff hosted a meeting and invited all property owners; however, feedback was received from only one attendee.

Linehan noted that the addition of an air conditioning requirement is common in southern jurisdictions and includes an enforcement component.

##### a. Chapter 105 - Crime Free Housing

The Crime-Free Housing program was updated to revise background check requirements, add a defined look-back period, and establish an appeals body.

Mielke asked about the proposed two-week buffer period between heating and air conditioning requirements. Gustafson noted that the buffer aligns with state law and provides landlords with flexibility to adapt to changing weather conditions. Linehan stated that removing the buffer could improve clarity and enforcement. Wassenberg commented that weather conditions vary year to year. Gustafson added that some properties require additional time to switch systems between heating and cooling, and that a buffer allows operational flexibility. He also noted that removing the buffer could allow for clearer enforcement.

Linehan emphasized that enforcement would be complaint-based, with the goal of achieving compliance rather than issuing penalties. A narrower or eliminated buffer could provide staff with greater enforcement flexibility.

Leehy suggested removing the buffer between air conditioning and heating requirements and updating heating standards to align with state law.

It was agreed that the buffer would be removed, and staff would bring the ordinance at the next City Council meeting.

6. 2026 Calendar

Linehan explained that the City Council annually adopts the official meeting calendar. He recommended proactively reviewing meetings that fall on holidays in order to reschedule them in advance. Linehan also noted that summer hours and holiday scheduling present staffing challenges, as employees receive holiday pay and some holidays fall on Fridays when staff work reduced hours. Council is in favor.

D. ADJOURNMENT: 9:01 PM

*DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting. Alternatively, time is regularly allotted for public comment during Regular City Council Meetings (typically 2nd and 4th Wednesdays) during the Community Forum.*



Randall C. Gustafson, Mayor

Dated this 22<sup>nd</sup> day of December, 2025



Jack Linehan, City Administrator

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## REQUEST FOR COUNCIL ACTION

Meeting Date	December 22, 2025
Agenda Item	Policy F1
Attachment	Schedule, Ordinance, Summary Ordinance
Submitted By	Jack Linehan, City Administrator

Item	2026 City Fee Schedule Ordinance
Description	<p>The City Council reviews the fee schedule annually for any adjustments. In 2022, the City moved from a fee schedule resolution to a fee schedule ordinance at the advice of the City Attorney.</p> <p>Included in the proposed fee schedule is an increase in fees for Sanitary Sewer, increasing the residential and apartment unit rate from \$38.50 to \$39.25 per quarter, plus, increasing the cubic foot of water fee from \$0.0252739 to \$0.0257794</p> <p>The proposed fee for Storm Drainage includes an increase from \$28.25 to \$29.00 per quarter (\$0.25 per month), per residential units, and, increases the commercial / apartment unit rate from \$268.64 to \$275.90.</p> <p>The proposed fee for Recycling includes an increase from \$15.75 to \$17.25 per quarter for residential units. This rate increase equals the rate increase from Tennis Sanitation in our 2026 recycling services contract, valid January 1, 2026 through December 31, 2026.</p> <p>The proposed fee schedule establishes a minimum convenience fee for credit card / debit card transactions. The City will transition over from utilizing AllPaid to process credit/debit card transactions who previously charged a 2.95% fee, with a \$3.99 minimum credit card charge, over to Payroc, who charges a 3.50% service fee and a \$2.00 minimum credit card charge. The City will mirror Payroc's fees.</p> <p>The proposed fee schedule also adds Community Garden Plot to the list of fees to be more transparent and inclusive of all City fees. The Community Garden plot fee will increase from \$25 per plot to \$30 per plot.</p> <p>The City also took a look at building, mechanical or plumbing fees that lag behind Little Canada's, since the City shares our building inspector with them, and both cities try to have similar building permit fees for continuity. In December 2022, Little Canada approved an increase in building permit fees due to the costs of issuing permits outpacing the fees collected for the permits. The City of Falcon Heights is proposing a similar fee schedule structure, which is based on the State of Minnesota's adopted building permit fees, used by many other cities in the region.</p>

	<p>The following changes were made to the permit fees:</p> <ul style="list-style-type: none"> <li>• One correction was made to the building permit fees; in the \$100,001.00 - \$500,000.00 value range, it's \$1,186.65 for the first \$100,000, \$6.45 / each additional \$1000, to and including \$500,000. The \$6.45 was corrected to be \$6.75.</li> <li>• The fee for inspections outside of normal business hours, or reinspection, was raised from \$47.00 to \$75.00</li> <li>• For residential mechanical permits, instead of charging a per-item fee, the fee will be \$65.00 or 1.5% of the project value, whichever is greater.</li> <li>• For commercial mechanical permits, the fee was changed from \$50.00 + the project value x 1.25 % to \$60.00 + the project value x 2%.</li> <li>• The base plumbing permit fee was increased from \$35.00 to \$45.00.</li> <li>• The fee for residential driveways was increased from \$40.00 to \$50.00</li> <li>• A note explaining project value has also been added to the fee schedule.</li> <li>• A refund policy was also created and added, stating that a refund will be issued 100% of the original permit fee paid, minus credit card processing fees, if no inspections have been conducted or a plan review has taken place. If a plan review has taken place, the refund will be 100% of the permit fee minus the plan review fee and credit card processing fees. No refunds are available for expired permits or for permits that have undergone inspection.</li> </ul> <p>Some fee increases require a public hearing under state statute. Our annual utility rates do not. Additionally, the fee increases were included in the 2026 Budget.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Proposed 2026 City Fee Schedule</li> <li>• Ordinance 25-10 Amending Fee Schedule</li> <li>• Summary Ordinance 25-10 Amending Fee Schedule</li> </ul>

**CITY OF FALCON HEIGHTS**  
**Proposed 2026 Fee Schedule**

**A. LICENSES**

1. Business Licenses

<u>Item</u>	<u>Fee</u>
Bus Benches (Courtesy)	\$ 50.00 per bench
Gasoline Station Operator License	
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Municipal Business	
10,000 sq. ft. or less	\$ 100.00
10,001 sq. ft. or more	\$ 200.00
Precious Metal Dealer	
Investigation fee/general	\$ 1,500.00
Investigation fee/MN only	\$ 500.00
License fee	\$ 2,000.00
Restaurant	
Lunchroom	\$ 50.00
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Therapeutic Massage License	
Investigation fee	\$ 350.00
License fee	\$ 100.00
Home Occupation License	\$ 50.00
Retail Grocery License	\$ 50.00
Holiday Tree Sales License	\$ 50.00
Car Wash License	\$ 50.00

2. Liquor Licenses

<u>Item</u>	<u>Fee</u>
Bottle Club	\$ 300.00
Liquor, Off-Sale	\$ 310.00
Liquor, On-Sale	\$ 4,000.00
Liquor, Special Event	\$ 25.00
Liquor, Sunday	\$ 200.00
Malt Beverage, Off-Sale	\$ 150.00
Malt Beverage, On-Sale	\$ 500.00
Malt Beverage, On-Sale (with wine license)	\$ 1.00
Wine License	\$ 2,000.00
Temporary Liquor License	\$ 50.00
Background Checks (per license)	\$ 500.00

3. Other Licenses

<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Tobacco	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pedicab	\$50.00 per pedicab
	\$25.00 per driver
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00 / per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection	
(due to initial recheck failure or a no-show)	\$ 100.00 per occurrence
Cannabis Business Registration	
(Initial)	\$ 500.00
(Renewal)	\$ 1000.00
Lower-Potency Hemp Edible Retailer Business Registration	
(Initial)	\$125.00
(Renewal)	\$125.00

**B. PERMITS**

1. Building permit fees:

<b>Value Range</b>	<b>Fee</b>
\$1.00 - \$500.00	\$29.50
\$501.00 - \$2,000.00	\$28.00 for first \$500, \$3.70/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$83.50 for first \$2000, \$16.55/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$464.15 for first \$25,000, \$12.00/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$764.15 for first \$50,000, \$8.45/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,186.65 for first \$100,000, \$6.45 <b>75</b> /each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,886.65 for first \$500,000, \$5.50/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$6,636.65 for first \$1,000,000, \$4.50/each additional \$1,000

Demolition or Removal of Structure	\$1.25 / 1,000 cubic ft.; minimum \$50.00
Relocation of Structure or Building	\$150.00
Plan Check Fee	Up to 65% of the calculated permit fee
State Surcharge	.0005 x the value of the project
<b>Solar Permits</b>	<b>Fee</b>
Solar Panel Installation	\$200.00
State Surcharge	\$1.00
Inspections Outside Normal Business Hours	<del>\$47.00 per hour</del> \$75.00 per hour (minimum of two hours)
Reinspection	<del>\$47.00 per hour</del> \$75.00 per each required reinspection
Work Commencing Before Permit Issuance	100% of the normal building permit fee

\*Project value means the actual or estimated dollar amount charged for permitted work, including materials, labor, profit, and other fixed costs. It is the amount to be charged to the customer for the work done. If any material, equipment, labor, or installation is furnished by the owner, tenant, or any other party, the reasonable market value of such items must be added to the estimated cost or project value for permit fee purposes. In the event that there is a dispute on the amount of the job cost, the city may request the submission of a signed copy of the actual contract.

### Refund Policy

In certain cases, and within certain limits, a permit fee may be refunded if the permitted work will not be completed, or in case of duplicate payment of the same permit. Refunds will be issued 100% of the original permit fee paid, minus credit card processing fees, if applicable, provided that no inspections have been conducted and/or no plan review has begun. If a plan review has taken place, the refund will be 100% of the permit fee minus the plan review fee and credit card processing fees. No refunds are available for expired permits or for permits that have undergone inspection. What to know:

- Request a refund within 180 days of paying the permit fee.
- Refunds are paid by check within six weeks.

## 5. Mechanical permit fees

### a. Residential Work

~~Base Fee \$50.00~~

~~State Surcharge \$1.00~~

~~Furnace/Boiler (warm air or hot water heating system)~~

~~\$70.00 New~~

~~\$40.00 Replacement~~

~~\$30.00 Unit heaters~~

**Air conditioning and refrigeration**

\$50.00 New  
\$30.00 Replacement

**Other Items**

\$35.00 Gas line/piping  
\$40.00 Duct work  
\$45.00 Wood burning furnace per unit  
\$40.00 Swimming pool heater per unit  
\$35.00 Air exchanger with duct work per unit  
\$35.00 Gas or oil space heater per unit  
\$35.00 Gas direct vent heater per unit  
\$35.00 Gas fireplace log or heater per unit  
\$35.00 Gas hot water heater for domestic hot water (only if replacing gas line)

**b. Commercial Work**

— Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

— This fee shall be \$50 plus 1 1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor

<b>Residential</b>	<b>Fee</b>
Permit Fee	\$65.00 or 1.5% of the project value, whichever is greater
State Surcharge	\$1.00
Reinspection	\$47.00 per hour \$75.00 per each required reinspection
<b>Commercial</b>	<b>Fee</b>
Permit Fee	\$50.00 + project value x 1.25% \$60.00 + project value x 2%
State Surcharge	.0005 x the value of the project
Reinspection	\$47.00 per hour \$75.00 per each required reinspection

\*Project value means the actual or estimated dollar amount charged for permitted work, including materials, labor, profit, and other fixed costs. It is the amount to be charged to the customer for the work done. If any material, equipment, labor, or installation is furnished by the owner, tenant, or any other party, the reasonable market value of such items must be added to the estimated cost or project value for permit fee purposes. In the event that there is a dispute on the amount of the job cost, the city may request the submission of a signed copy of the actual contract.

6. Plumbing Permit Fees

<b>Residential &amp; Commercial</b>	<b>Fee</b>
Permit Fee	\$35.00 <del>\$45.00</del> base fee
Fixtures	\$10.00 each
State Surcharge	\$1.00
Reinspection	\$47.00 per hour <del>\$75.00 per each required reinspection</del>

7. Sewer Permit Fees

<b>Residential &amp; Commercial</b>	<b>Fee</b>
Sewer Connection or Repair	\$50.00
Sewer Availability Charge (SAC) - Metropolitan Council (Passthrough Cost)	\$2,458 per unit as determined by the MET Council
Street Opening	\$25.00

8. Right-of-Way Permit Fees

<b>Right-of-Way</b>	<b>Fee</b>
Annual Registration	\$25.00
Hole	\$400.00
Trench	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Obstruction	\$50.00 + \$0.20 per lineal foot
<b>Small Cell Wireless</b>	<b>Fee</b>
Permit Fee	\$100.00
Rent on City Structure	\$150.00
Maintenance on Colocation	\$25.00 per year
Radio Node Less than 100 Watts	\$73.00 per month
Radio Node Over 100 Watts	\$182.00 per month

9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00

11. Zoning Permit

<b>Item</b>	<b>Fee</b>
Fence	\$50.00
Temporary Sign	\$50.00
Permanent Sign	\$50.00
Residential Driveway	\$40.00 <del>\$50.00</del>
Commercial Driveway	Subject to building permit fees

12. Mobile Storage Structure/Dumpster Permit

<b>Location</b>	<b>Fee</b>
On Private Property	
14 Days	\$10.00
30 Days	\$20.00
On Public Street	
72 Hours	\$10.00

Permits may be renewed once in a 90 calendar-day period

13. Chicken Permit (first time and subsequent applications) \$ 50.00  
 14. Beekeeping Permit (first time and subsequent applications) \$50.00

**C. PLANNING FEES\***

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review (when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00
Tax Increment Finance (TIF)	
Application Fee	\$5,000.00 Non-Refundable
Escrow	\$10,000.00

\*Fee plus actual cost billed by contractors or city consultant fees.

## D. FACILITY RENTAL FEES

Private use of public facilities is permitted on a space-available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

### Park Facility Rental Amenities & Fees

Facility	Amenities available	Rental Fees	
		Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
<b>Community Park Upper Picnic Area</b> (2050 Roselawn Ave; corner of Roselawn and Cleveland)	4 Picnic tables Trash receptacles Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
<b>Community Park East Picnic Area</b> (near playground)	3 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
<b>Community Park Lower Picnic Area</b> (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
<b>Curtiss Field Picnic Area</b> (near playground) 1551 W. Iowa Ave.	2 picnic tables 1 BBQ Grill Portable ADA bathroom Parking lot (10 spots); there's also on-street parking	\$20 + tax*	\$35 + tax*
<b>The Grove</b> 1600 Coffman Street	2 picnic tables 1 BBQ grill Trash receptacles NO RESTROOM Limited on-street parking	\$20 + tax*	\$35 + tax*
<b>Play Kit Rental</b>	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax*	
<b>Set up/Tear Down</b>	\$25		

#### Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.

- \*Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
  - Regular business hours: Monday –Friday 8:00am-4:30pm
  - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 8:-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City has an additional insured.

### City Hall Facility Rental Fees

	Capacity	Rental Fees		
		3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
<b>Council Chambers</b> Full room (includes kitchen facility)	150 75 Seated	\$125.00 + tax*	\$200.00 + tax*	\$275.00 + tax*
<b>Partial Council Chambers</b> (Front or Back Half)	75 30 Seated	\$60.00 + tax*	\$115.00 + tax*	\$175.00 + tax*
<b>Kitchen Facility</b>	10 6 Seated	\$30.00 + tax*	\$60.00 + tax*	\$75.00 + tax*
<b>Conference Room</b>	8 maximum	\$35.00 + tax*	\$70.00 + tax*	\$125.00 + tax*
<b>Set Up Fee</b> (government entities exempt; subject to staff availability)		\$30.00		

#### **Disclaimers:**

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- \*Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City

Hall.

- Regular business hours: Monday –Friday 8:00am-4:30pm
- Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon.
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

**Field/Court/Rink Rental Fees**

*Discounted rates are available for Multi-day bookings (see below)*

	Single Day Use		Multi-day Use (weekly fee)
Individual/Group type	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105
Play Kit Rental  (Includes variety of balls, Frisbees, and other play equipment)		\$15 + tax	
Setup / Tear Down		\$25.00	

**Disclaimers:**

- Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.
- Field/Court/Rink use permits will be issued when payment and application are received.
- All short term rentals (1-5 times) entitle the customer to use of the field as is; anything additional will be the customer's responsibility (i.e. striping the field or providing bases.)
- Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

**CURTISS FIELD**  
1551 Iowa Avenue Falcon Heights, MN 55113

**COMMUNITY PARK**  
2050 Roselawn Ave Falcon Heights, MN 55113

**THE GROVE**  
1600 Coffman Street, Falcon Heights, MN 55113

## **E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS**

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
  - a. Specifically listed local organizations:
    - League of Women Voters
    - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
    - Ramsey County League of Local Governments
    - League of Minnesota Cities / Association of Metropolitan Municipalities
    - Watershed management organizations
    - Scouts, Brownie Troops, 4-H, Campfire
    - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
    - 55 Alive Mature Driving Class
    - Cable Commission
    - Developers when presenting to neighbors
    - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
    - Northeast Youth and Family Service
    - Lauderdale and Falcon Heights Lions Club
    - Roseville Rotary Club
    - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
    - AARP Tax Services
    - Hobby groups or clubs that meet the following criteria:
      - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
      - Non-profit
      - Open membership
      - Founded on a hobby
      - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
      - Encourages a community service and/or benefit component
    - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
  - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
  - c. The organization or group cannot be a private, business, political, or religious organization.
  - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

## F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) <sup>1</sup>	\$ 15.00/year
City Council Minutes <sup>1</sup>	\$ 35.00/year
Commission Minutes <sup>1</sup>	\$ 20.00/year
New Resident Handbook	\$1.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit/Debit card convenience fee	<del>2.95</del> 3.50% per transaction; Minimum fee of <del>\$3.99</del> 2.00 per transaction
<u>Community Garden plot fee</u>	<u>\$30 per plot</u>

The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

## G. FALSE ALARM FEES

1. Fire False Alarms (at an address or property within one calendar year)
  - \$ 0 for first false alarm
  - \$ 175 for second false alarm
  - \$ 300 for third false alarm
  - \$ 400 for fourth false alarm
  - \$ 500 for fifth and subsequent false alarm
2. Security False Alarms (at an address or property within one calendar year)
  - \$ 0 for first false alarm
  - \$ 60 for second false alarm
  - \$ 100 for third false alarm
  - \$ 200 for fourth false alarm
  - \$ 300 for fifth false alarm
  - \$ 400 for sixth false alarm
  - \$ 500 for seventh and subsequent false alarm
3. Penalties and Assessment  
Penalties for late payment and assessment of unpaid fees are the same as stipulated for unpaid utility fees in the city code.

## H. VEHICLE EMERGENCY RESPONSE

The fee for emergency personnel response to accidents is \$350.00/vehicle.

## I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permits	

First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit/ parking pass replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00
Parking zones paid parking	\$ 25.00
 Parking fine	
September 16 <sup>th</sup> – August 14 <sup>th</sup>	\$50.00/violation
August 15 <sup>th</sup> – September 15 <sup>th</sup>	\$100.00/violation

**J. SANITARY SEWER**

The sanitary sewer fee for residential units is ~~\$38.50~~<sup>39.25</sup> per quarter plus ~~\$0.02527390.0257794~~ per cubic foot of water usage during the months of November – January. For apartment units, the rate will be ~~\$38.50~~<sup>39.25</sup>/unit/quarter plus ~~\$0.02527390.0257794~~ per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is ~~\$0.02527390.0257794~~ per cubic foot of water usage during each month.

**K. STORM DRAINAGE**

The fee for storm drainage is ~~\$28.25~~<sup>29.00</sup> per quarter for residential units and ~~\$268.64~~<sup>275.90</sup> per acre for commercial and apartment units.

**L. HYDRANT WATER**

The fee for hydrant water is 6% surcharge of the water bill.

**M. RECYCLING**

The recycling charge is ~~\$15.75~~<sup>17.25</sup> per quarter for residential units.

**N. STREET LIGHTING**

The street lighting fee is \$6.00 per quarter for residential units and \$0.02 per lineal foot frontage for commercial properties monthly.

**O. FEES FOR UNSPECIFIED REQUESTS**

A private party or public institution (hereinafter applicant) making a request to the City for approval of a project or for public assistance must cover the City's consultants' costs associated with reviewing the request. Prior to having the request considered by the City, the applicant must deposit an escrow fee in an amount that is estimated to cover the City's consultants' costs as determined by the City Administrator. If the City's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The City shall use the applicant's fees to cover the City's actual consultants' costs in reviewing the request regardless of the City's action on the applicant's request. If the applicant's escrow fees exceed the City's actual consultants' costs for reviewing the request, the remaining

escrow fees shall be refunded to the applicant.

**P. SNOW AND ICE REMOVAL**

Cost of abatement<sup>1</sup>.

<sup>1</sup>This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

# AFFIDAVIT OF PUBLICATION STATE OF MINNESOTA COUNTY OF RAMSEY

I, Kayla Tsuchiya, being duly sworn on oath, says: that she is, and during all times herein state has been, Inside Sales Representative of Northwest Publication, LLC., Publisher of the newspaper known as the Saint Paul Pioneer Press, a newspaper of General circulation within the City of St. Paul and the surrounding Counties of Minnesota and Wisconsin including Ramsey and Kanabec.

That the notice hereto attached was cut from the columns of said newspaper and was printed and published therein on the following date(s):

12/11/2025

Newspaper Ref./AD Number#: 15683

Client/Advertiser: CITY OF FALCON HEIGHTS  
LEGALS



**AFFIANT SIGNATURE**

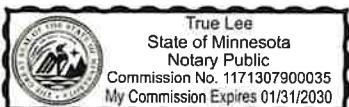
Subscribed and sworn to before me this  
12/12/2025

True Lee



**NOTARY PUBLIC**

Ramsey County, MN  
My commission expires January 31, 2025



CITY OF FALCON HEIGHTS,  
MINNESOTA

## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the Falcon Heights City Council will meet on December 22, 2025 at approximately 7:00 p.m. at Falcon Heights City Hall, 2077 Larpenteur Avenue West, Falcon Heights, Minnesota 55113, to Consider amending the fee schedule by ordinance. A copy of the proposed fee schedule is available at City Hall or online at [www.falconheights.org](http://www.falconheights.org).

All persons who desire to speak on this issue are encouraged to attend and will be given an opportunity to be heard at this meeting. Additional information can be obtained by contacting the City of Falcon Heights at (651) 792-7600 or online at [www.falconheights.org](http://www.falconheights.org).

Dated: December 11, 2025

Jack Linehan, City  
Administrator/Clerk  
City of Falcon Heights,  
Minnesota

CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 25-10

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR  
THE CITY OF FALCON HEIGHTS RELATIVE TO 2026 WATER &  
SEWER RATES, 2026 RECYCLING RATES, CREDIT CARD  
MINIMUM CONVENIENCE FEES, PERMIT FEES,  
AND COMMUNITY GARDEN FEES**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

**SECTION 1.** The City of Falcon Heights Fee Schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

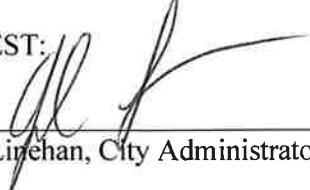
**SECTION 2.** This ordinance shall be effective upon passage.

**ADOPTED** this 22<sup>nd</sup> day of December 2025, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY:   
Randall C. Gustafson, Mayor

ATTEST:

  
\_\_\_\_\_  
Jack Linehan, City Administrator

**SUMMARY ORDINANCE NO. 25-10**

**CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR THE CITY OF  
FALCON HEIGHTS RELATIVE TO 2026 WATER & SEWER RATES, 2026  
RECYCLING RATES, CREDIT CARD MINIMUM CONVENIENCE FEES, PERMIT  
FEES, AND COMMUNITY GARDEN FEES**

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The purpose of this ordinance is to amend the City Fee/Rate Schedule for 2026 water & sewer rates, 2026 recycling rates, credit card minimum transaction fees, building, mechanical and plumbing fees, and community garden plot fees.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 22<sup>nd</sup> day of December, 2025.

**CITY OF FALCON HEIGHTS**

BY:

Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

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## \*\*\*\*\* DIRECT DEPOSIT LIST \*\*\*\*\*

PAY PERIOD ENDING

12/14/2025

DIRECT DEPOSIT EFFECTIVE DATE 12/16/2025

EMP #	NAME	AMOUNT
01-1006	JACK LINEHAN	
01-1027	KELLY A NELSON	2,846.49
01-1029	ELKE JOHNSON	2,422.83
01-1162	ALYSSA LANDBERG	1,771.60
01-1028	HANNAH B LYNCH	2,827.23
01-1168	DEAN T POPE	2,611.97
01-1033	DAVE TRETSVEN	1,754.38
01-1143	COLIN B CALLAHAN	1,976.21
		2,895.02
TOTAL PRINTED:	8	19,105.73

12-16-2025 8:39 AM

P A Y R O L L C H E C K R E G I S T E R

PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
PAYROLL DATE: 12/16/2025

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1184	NEIS, ADRIAN J	R	12/16/2025	334.27	094712
1167	SIMONS SR., DAVID S	R	12/16/2025	2,333.93	094713

12-16-2025 8:39 AM

P A Y R O L L   C H E C K   R E G I S T E R

PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
PAYROLL DATE: 12/16/2025

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	2	2,668.20
DIRECT DEPOSIT REGULAR CHECKS:	8	19,105.73
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
<hr/>		
TOTAL CHECKS:	10	21,773.93

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

12/11/2025 4:26 PM

A/P Regular Open Item Register

PAGE: 1

PACKET: 03497 December 11 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
<b>01-03117 CITY OF LITTLE CANADA</b>						
I-202512119338		Inspections July - Sept	30,323.96			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		Building Inspections Jul - Sep		101 4117-81210-000	BUILDING INSPECTORS	27,115.16
		Mechanical Inspection Jul-Sep		101 4117-81220-000	MECHANICAL INSPECTORS	2,692.80
		Plumbing Inspections Jul - Sep		101 4117-81230-000	PLUMBING INSPECTORS	516.00
==== VENDOR TOTALS ===		30,323.96				
<b>01-03122 CITY OF ST PAUL</b>						
I-IN64141		Asphalt Mix-11	150.98			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		Asphalt Mix-11		101 4132-75000-000	BITUMINOUS PATCHING	150.98
==== VENDOR TOTALS ===		150.98				
<b>01-06007 FAHRNER ASPHALT SEALERS, LLC</b>						
I-8300022800		2025 Crack Sealing Project	7,330.00			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		2025 Crack Sealing Project		419 4419-92060-000	CRACK SEALING	7,330.00
==== VENDOR TOTALS ===		7,330.00				
<b>01-05509 LEAGUE OF MN CITIES</b>						
I-440615		Newly Elected Leaders Program	700.00			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		Newly Elected Leaders Program		101 15500-000	PREPAID EXPENDITURES	700.00
==== VENDOR TOTALS ===		700.00				
<b>01-05856 JACK LINEHAN</b>						
I-202512119339		Phone Reimbursement Nov	60.00			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		Phone Reimbursement Nov		601 4601-85015-000	CELL PHONE	60.00
I-202512119340		Phone Reimbursement Dec	60.00			
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N		
		Phone Reimbursement Dec		601 4601-85015-000	CELL PHONE	60.00
==== VENDOR TOTALS ===		120.00				

12/11/2025 4:26 PM

A/P Regular Open Item Register

PAGE: 2

PACKET: 03497 December 11 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

ID-----		GROSS	P.O. #	
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME----- DISTRIBUTION
=====				
01-05908	METRO-INET			
I-3136		December IT	4,441.00	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		December IT		101 4116-85070-000 TECHNICAL SUPPORT
		==== VENDOR TOTALS ===	4,441.00	4,441.00
=====				
01-05273 MN PUBLIC EMPLOYEES INSURANCE				
I-1582161		January 2026 Health and Denta	12,943.50	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		January 2026 Health and Dental		101 15500-000 PREPAID EXPENDITURES
		==== VENDOR TOTALS ===	12,943.50	12,943.50
=====				
01-05752 UNIVERSAL TRUCK SERVICE LLC				
I-118515		Dump Truck Inspection & Repai	6,748.31	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Dump Truck Inspection & Repair		101 4132-87000-000 REPAIR EQUIPMENT
		==== VENDOR TOTALS ===	13,729.63	6,748.31
=====				
01-05870 XCEL ENERGY				
I-954929204		Electricity	12.19	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Electricity		209 4209-85020-000 STREET LIGHTING POWER
		==== VENDOR TOTALS ===	12.19	12.19
=====				
I-954948252		Electricity	13.85	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Electricity		209 4209-85020-000 STREET LIGHTING POWER
		==== VENDOR TOTALS ===	13.85	13.85
=====				
I-955066032		Electricity	29.39	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Electricity		209 4209-85020-000 STREET LIGHTING POWER
		==== VENDOR TOTALS ===	29.39	29.39
=====				
I-955070372		Electricity	73.00	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Electricity		209 4209-85020-000 STREET LIGHTING POWER
		==== VENDOR TOTALS ===	73.00	73.00
=====				
I-955106100		Gas	588.42	
12/11/2025	APBNK	DUE: 12/11/2025 DISC: 12/11/2025		1099: N
		Gas		101 4131-85030-000 NATURAL GAS
		==== VENDOR TOTALS ===	588.42	588.42
=====				

PACKET: 03497 December 11 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

ID-		GROSS	P.O. #	ACCOUNT NAME-----		DISTRIBUTION
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT			
01-05870 XCEL ENERGY ( ** CONTINUED ** )						
I-955146798 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	12.62	1099: N 209 4209-85020-000	STREET LIGHTING POWER	12.62
I-955174674 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	16.20	1099: N 209 4209-85020-000	STREET LIGHTING POWER	16.20
I-955217732 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	42.26	1099: N 101 4141-85020-000	ELECTRIC/GAS	42.26
I-955235930 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	71.46	1099: N 209 4209-85020-000	STREET LIGHTING POWER	71.46
I-955308452 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	70.53	1099: N 209 4209-85020-000	STREET LIGHTING POWER	70.53
I-955338824 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	65.12	1099: N 209 4209-85020-000	STREET LIGHTING POWER	65.12
I-955373209 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	37.07	1099: N 209 4209-85020-000	STREET LIGHTING POWER	37.07
I-955379337 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	2,121.76	1099: N 209 4209-85020-000	STREET LIGHTING POWER	2,121.76
I-955387195 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	28.05	1099: N 101 4141-85020-000	ELECTRIC/GAS	28.05
I-955393895 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	4.89	1099: N 101 4141-85020-000	ELECTRIC/GAS	4.89
I-955413438 12/11/2025	APBNK	Electricity DUE: 12/11/2025 DISC: 12/11/2025	30.86	1099: N 101 4121-85020-000	ELECTRIC	30.86
==== VENDOR TOTALS ===		3,217.67				
==== PACKET TOTALS ===		72,956.74				

12/17/2025 3:07 PM

A/P Regular Open Item Register

PAGE: 1

PACKET: 03500 December 17 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-ID-		GROSS	P.O. #	ACCOUNT NAME		DISTRIBUTION
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT			
01-03110 CENTURY LINK						
I-202512179342	Lift Station Dialer	80.65				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Lift Station Dialer	601 4601-85011-000	TELEPHONE - LANDLINE		80.65
== VENDOR TOTALS ==		80.65				
01-03123 CINTAS CORPORATION						
I-4248779597	Floor Mats Svc 11/5	122.19				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Floor Mats Svc 11/5	101 4131-87010-000	CITY HALL MAINTENANCE		122.19
== VENDOR TOTALS ==		122.19				
01-03122 CITY OF ST PAUL						
I-IN64238	Asphalt Mix 11	301.96				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Asphalt Mix 11	101 4132-75000-000	BITUMINOUS PATCHING		301.96
== VENDOR TOTALS ==		301.96				
01-05171 FRA DOR INC						
I-2511125	Black Dirt	60.00				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Black Dirt	101 4132-87010-000	BOULEVARD MAINTENANCE		60.00
== VENDOR TOTALS ==		60.00				
01-05235 JAN-PRO CLEANING SYSTEMS						
I-140267	Janitorial Services Dec	550.00				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Janitorial Services Dec	101 4131-87010-000	CITY HALL MAINTENANCE		550.00
== VENDOR TOTALS ==		550.00				
01-05991 NEW LOOK CONTRACTING, INC.						
I-202512179343	Community Park Pay Request #2	239,531.11				
12/17/2025	APBNK	DUE: 12/17/2025 DISC: 12/17/2025	1099: N			
		Community Park Pay Request #2	403 4403-91500-000	COMMUNITY PARK LAND/BUIL		239,531.11
== VENDOR TOTALS ==		239,531.11				

12/17/2025 3:07 PM

A/P Regular Open Item Register

PAGE: 2

PACKET: 03500 December 17 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

ID-----		GROSS	P.O. #	ACCOUNT NAME-----		DISTRIBUTION
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT			
<b>01-06053 O'REILLY AUTO PARTS</b>						
I-3243-100392 12/17/2025	APBNK	Motor Oil DUE: 12/17/2025 DISC: 12/17/2025	71.98	1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS	71.98
I-3243-49495 12/17/2025	APBNK	Motor Oil DUE: 12/17/2025 DISC: 12/17/2025	35.99	1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS	35.99
		Motor Oil				
		==== VENDOR TOTALS ===	107.97			
<b>01-05195 TYLER TECHNOLOGIES</b>						
I-CI100-00235737 12/17/2025	APBNK	Annual Software Maintenance 2 DUE: 12/17/2025 DISC: 12/17/2025	9,414.72	1099: N 101 15500-000	PREPAID EXPENDITURES	9,414.72
		Annual Software Maintenance 26				
		==== VENDOR TOTALS ===	9,414.72			
<b>01-07898 WSB</b>						
I-R-023655-000-26 12/17/2025	APBNK	Nov Planning - Community Park DUE: 12/17/2025 DISC: 12/17/2025	2,000.00	1099: N 403 4403-91500-000	COMMUNITY PARK LAND/BUIL	2,000.00
		Nov Planning - Community Park				
		==== VENDOR TOTALS ===	2,000.00			
		==== PACKET TOTALS ===	252,168.60			

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## REQUEST FOR COUNCIL ACTION

Meeting Date	December 22, 2025
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Administrative Services Director/ Deputy Clerk

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2026. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"><li>1. Encore Massage Therapy LLC</li><li>2. Cox Insurance Associates, Inc.</li><li>3. Oriental Kung Fu Massage</li><li>4. Premier Health of Saint Paul/Roseville</li></ol> <p>The following individuals/entities have applied for a <u>Refuse &amp; Recycling Hauler License</u> for 2026. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"><li>1. Walters Recycling &amp; Refuse</li></ol> <p>The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2026. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"><li>1. The FA Bartlett Tree Experts</li><li>2. Northern Arborists LLC</li><li>3. Three Trees Horticulture</li><li>4. Tree Trust</li></ol> <p>The following individuals/entities have applied for a <u>Massage Therapy License</u> for 2026. Staff have received the necessary documents for licensure. However, MN State Statute now requires fingerprinting as part of the background process. The following Massage Therapy Licenses listed below have undergone fingerprinting and will be issued a license on a conditional basis, requiring a passing background check. Licenses will be subject to revocation, if necessary.</p> <ol style="list-style-type: none"><li>1. Desiree Kempcke; Encore Massage Therapy LLC</li><li>2. Ferencz Mihaly Vincze Turcean; Hair Designs Unlimited</li><li>3. Qianqian Wagner; Oriental Kung Fu Massage</li><li>4. Xianmei Xiao; Oriental Kung Fu Massage</li></ol>

	<p>5. Yumei Deng; Oriental Kung Fu Massage  6. Rongmei Chen; Oriental Kung Fu Massage</p> <p>The following individuals/entities have applied for a <u>Home Occupation License</u> for 2026. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Bouquets in Bloom</li> </ol> <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2026. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Stout's Pub LLC</li> </ol>
	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G3
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Appointment of City Attorney
<b>Description</b>	Falcon Heights has used the law firm of Campbell Knutson, P.A. for Civil Attorney services for many years. Andrea McDowell-Poehler is the main contact, but the City uses various attorneys in the firm for our daily needs.
<b>Budget Impact</b>	Funds have been allocated in the 2026 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2026.

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G4
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Designation of Prosecuting Attorney
<b>Description</b>	Each year the City of Falcon Heights designates a prosecuting attorney. This person works closely with the city's contracted police agency, and City Staff in prosecuting all misdemeanor and felony level offenses as well as ordinance violations. Kelly & Lemmons has been our prosecutor since being selected in our RFP process in 2023 and has served our interests well.
<b>Budget Impact</b>	The monthly retainer will not change and has been included in the 2026 operating budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve Joseph Kelly and the law firm of Kelly & Lemmons as the City's prosecuting attorneys for 2026.

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G5
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Creative Planning City Auditor
Description	Each year, the City is required to have an independent firm audit our financial records. The City has used Creative Planning as our auditor for many years.
Budget Impact	Funds have been allocated in the 2026 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends the approval of Creative Planning as the City Auditor for 2026.

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G6
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Appointment of Roseville Assistant City Engineer Erik Henricksen as City Engineer
<b>Description</b>	<p>For several years the City has contracted with the City of Roseville for engineering services. The City's former City Engineer, Jesse Freihammer, was promoted from Assistant Public Works Director/City Engineer to Public Works Director for the City of Roseville. Due to the additional responsibilities associated with the promotion, Jesse was no longer be able to serve as Falcon Heights' primary engineer.</p> <p>At that time, Roseville's Assistant City Engineer, Stephanie Smith, who had worked with the City for multiple years, stepped up as the City of Falcon Heights' City Interim Engineer. Stephanie did an excellent job managing the 2023 PMP and other projects for the City. Stephanie Smith then took a position in Shoreview and Jennifer Lowry handled responsibilities as Interim City Engineer until Erik Henricksen was named as Assistant City Engineer for Roseville.</p> <p>The City wishes to continue utilizing the City of Roseville's Engineering Department and Erik Henricksen as City Engineer for 2026.</p>
<b>Budget Impact</b>	Funds have been allocated in the 2026 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends the approval of Erik Henricksen and the City of Roseville Engineering Department as City of Falcon Heights' City Engineer for 2026.

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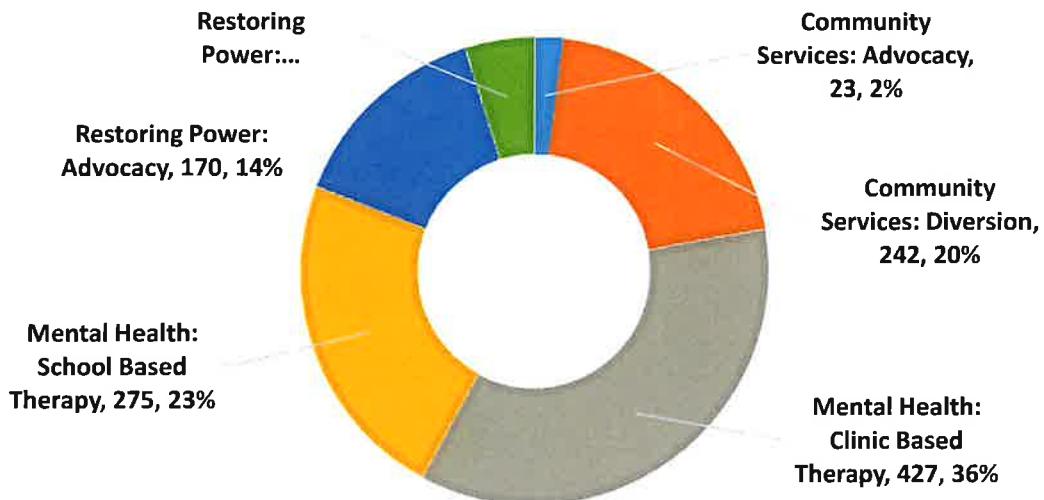
## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G7
Attachment	See below
Submitted By	Jack Linehan, City Administrator

Item	2026 NYFS Cooperative Service Agreement																								
Description	<p>For many years now, the City of Falcon Heights has been a partner with Northeast Youth and Family Services (NYFS). Some of the services they provide include senior chore services and diversion programs for youth in various law enforcement cases. Each year the City allocates money in the general fund to help pay for these services.</p> <p>Attached is the 2026 Agreement that NYFS is asking all of their partner cities to approve.</p>																								
Budget Impact	<p>The requested 2026 cooperative agreement amount is \$13,615, which is accounted for in the 2026 Budget. This is a 2.4% percent increase from 2025.</p> <table border="1"><thead><tr><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th>2023</th><th>2024</th><th>2025</th><th>2026</th></tr></thead><tbody><tr><td>2.8% Increase</td><td>6.8% Increase</td><td>9.2% Increase</td><td>3% Increase</td><td>8% Increase</td><td>4.9% Increase</td><td>3.5% Increase</td><td>2.4% Increase</td></tr><tr><td>\$9,399</td><td>\$10,038</td><td>\$10,958</td><td>\$11,286.74</td><td>\$12,246</td><td>\$12,846.17</td><td>\$13,295.79</td><td>\$13,614.89</td></tr></tbody></table>	2019	2020	2021	2022	2023	2024	2025	2026	2.8% Increase	6.8% Increase	9.2% Increase	3% Increase	8% Increase	4.9% Increase	3.5% Increase	2.4% Increase	\$9,399	\$10,038	\$10,958	\$11,286.74	\$12,246	\$12,846.17	\$13,295.79	\$13,614.89
2019	2020	2021	2022	2023	2024	2025	2026																		
2.8% Increase	6.8% Increase	9.2% Increase	3% Increase	8% Increase	4.9% Increase	3.5% Increase	2.4% Increase																		
\$9,399	\$10,038	\$10,958	\$11,286.74	\$12,246	\$12,846.17	\$13,295.79	\$13,614.89																		
Attachment(s)	<ul style="list-style-type: none"><li>2025 Client Stats</li><li>2026 Participation from Municipalities</li><li>2025 Falcon Heights Services Report</li><li>2026 NYFS Invoice</li><li>2026 NYFS Cooperative Service Agreement</li></ul>																								
Action(s) Requested	Staff recommends Council approval of the 2026 NYFS Agreement and authorization of the Mayor and City Administrator to sign all necessary documents.																								

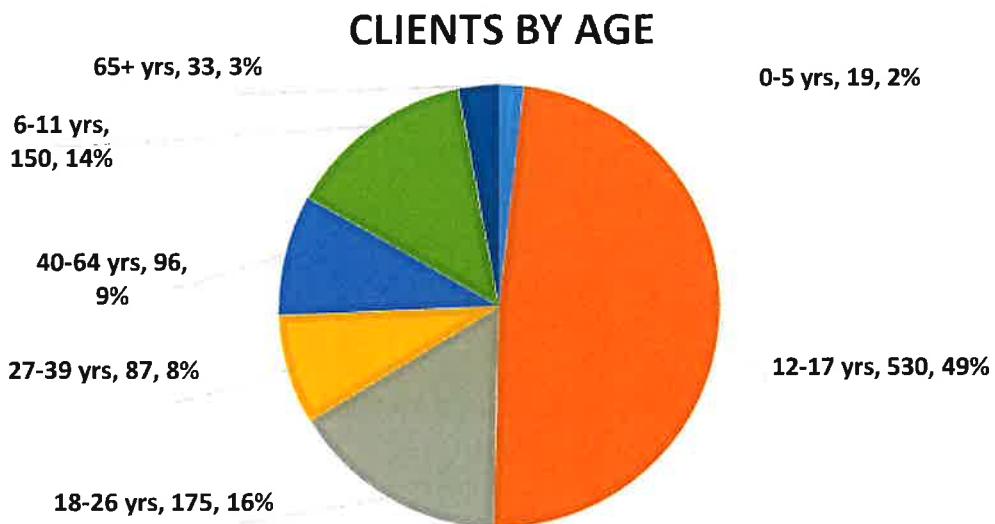
## NYFS Client statistics - FY 2025

### Clients Served – Fiscal Year 2025 (July 1, 2024 to June 30, 2025)

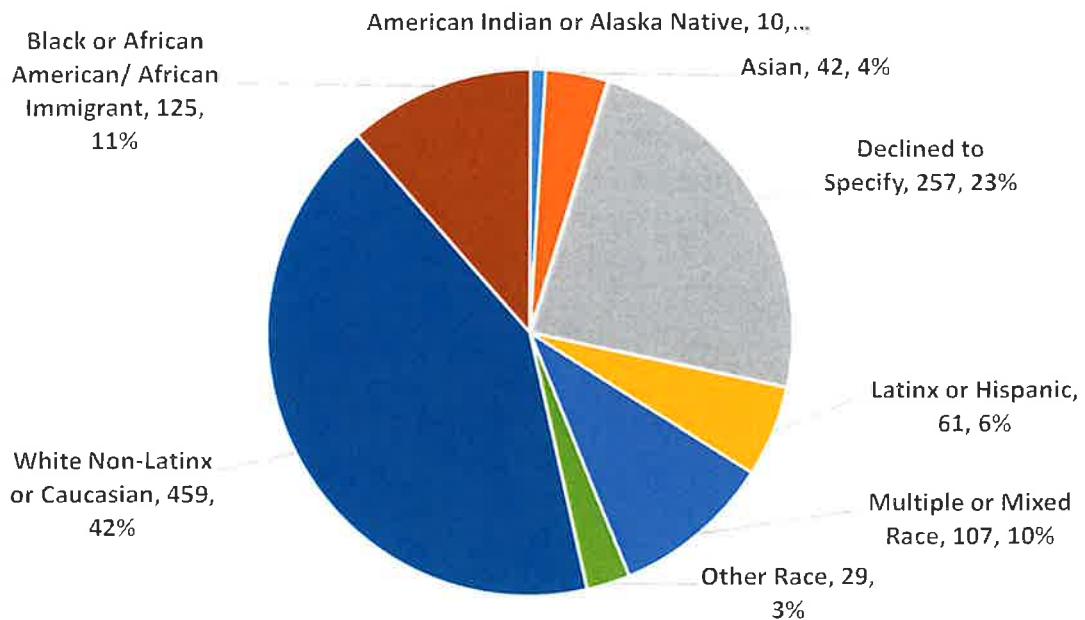


### Appointments

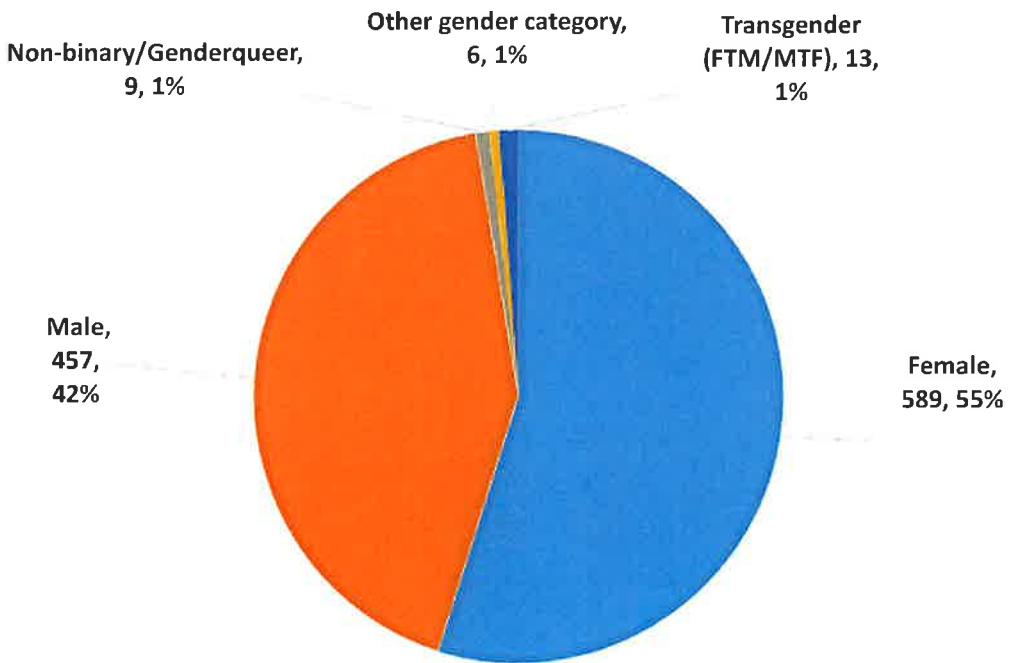
- *1090 Clients Served*
  - *195 more clients served than last year*
  - *22% increase in clients served*
- *19,440 total appointments*
  - *18,002.7 Hours*



## CLIENTS BY RACE



## CLIENTS' REPORTED GENDER IDENTITY





**Northeast Youth & Family Services  
Municipal Participation Figures**

	Municipal Contract 2025	Community Advocate 2025	Municipal Contract 2026		Community Advocate 2026		
			Board Approved Increase of 2.4% based on CPI-U	Dollar increase over 2025	Board Approved Increase of 2.4% based on CPI-U	Dollar increase over 2025	
Falcon Heights	\$ 13,295.79		\$ 13,614.89	\$ 319.10			
Little Canada	\$ 25,203.52		\$ 25,808.40	\$ 604.88			
Mounds View	\$ 32,342.81	\$ 30,333.52	\$ 33,119.04	\$ 776.23	\$ 31,061.52	\$ 728.004	
New Brighton	\$ 56,102.45	\$ 12,133.41	\$ 57,448.91	\$ 1,346.46	\$ 12,424.61	\$ 291.20	
North Oaks	\$ 12,871.12		\$ 13,180.03	\$ 308.91			
Roseville	\$ 88,020.59	\$ 24,266.82	\$ 90,133.09	\$ 2,112.49	\$ 24,849.22	\$ 582.40	
St. Anthony	\$ 22,002.72	\$ 15,166.76	\$ 22,530.79	\$ 528.07	\$ 15,530.76	\$ 364.00	
Shoreview	\$ 64,258.53		\$ 65,800.73	\$ 1,542.20			
Birchwood	\$ 2,125.77		\$ 2,176.79	\$ 51.02			
Hugo *	\$ 17,670.01		\$ 18,094.09	\$ 424.08			
Mahtomedi	\$ 19,510.52		\$ 19,978.77	\$ 468.25			
Vadnais Heights	\$ 32,027.34		\$ 32,796.00	\$ 768.66			
City of WBL	\$ 61,778.46	\$ 30,333.52	\$ 63,261.14	\$ 1,482.68	\$ 31,061.52	\$ 728.00	
WB Tnship	\$ 26,924.03		\$ 27,570.21	\$ 646.18			
Lauderdale	\$ 5,510.99		\$ 5,643.26	\$ 132.26			
Arden Hills	\$ 24,119.16		\$ 24,698.02	\$ 578.86			
<b>Total</b>	<b>\$ 503,763.83</b>	<b>\$ 112,234.02</b>	<b>\$ 515,854.16</b>	<b>\$ 12,090.33</b>	<b>\$ 114,927.64</b>	<b>\$ 2,693.62</b>	

\* Hugo splits its support of NYFS with another Community-Based Mental Health agency

Arden Hills (9939 from \$22,215.00  
Rate = \$2,2351/pp

2021 = 2.00/pp  
2022 = 2.06/pp  
2023 = 2.2351/pp

**City of Falcon Heights**  
**Report Period: July 1, 2024 to June 30, 2025**

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Angela Lewis Dmello, President & CEO, at (651) 379-3404.

<b>Annual City Contract for Service in CY 2025</b>	<b>\$13,615</b>
<b>Total cost of all services July 1, 2024-June 30, 2025</b>	<b>\$24,922</b>

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

<b>Services Provided</b>	<b>City Totals</b>	
	<b>Units</b>	<b>Service Cost</b>
<b>Contracted Services</b>		
Mental Health	135 Sessions	\$ 21,330.00
Diversion Services	5 Hours	\$ 3,200.00 *
Restoring Power		
Mental Health	2 Sessions	\$ 392.00
Advocacy	0 Contacts	\$ -

<b>Totals for all Services</b>	<b>142</b>	<b>\$ 24,922.00</b>
--------------------------------	------------	---------------------

\*There are no NYFS clients that have completed community service work through our Diversion program at this point in the year.

\*\* Total non-duplicated number of clients in Restoring Power program

\*\*\* Number of clients receiving mental health and/or advocacy services, some clients receive both

**NORTHEAST YOUTH & FAMILY  
SERVICES**

3490 Lexington Avenue N.  
Shoreview, MN 55126 US  
651-486-3808  
[jennifer.prock@nyfs.org](mailto:jennifer.prock@nyfs.org)  
[www.nyfs.org](http://www.nyfs.org)



**INVOICE**

**BILL TO**

**City of Falcon Heights**  
2077 Larpenteur Ave W  
Falcon Heights, MN 55113

**INVOICE** 2389  
**DATE** 01/01/2026  
**TERMS** Net 30  
**DUUE DATE** 01/31/2026

ACTIVITY	QTY	RATE	AMOUNT
Municipality Service Contract	1	13,614.89	13,614.89
Mental Health Services Contract between City and NE Youth & Family Services			
SUBTOTAL		13,614.89	
TAX		0.00	
TOTAL		13,614.89	
BALANCE DUE			<b>\$13,614.89</b>

## AGREEMENT

### 1. PARTIES

This agreement is made and entered into by and between the City of Falcon Heights, Minnesota ("Municipality") and Northeast Youth and Family Services ("NYFS").

### 2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey and Washington County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

### 3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:

- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
- iii. On or before December 31, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, biannually NYFS shall submit a written report to the participating municipality.
- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Upon Request NYFS will provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.

g. Term. The term of this agreement will be through December 31, 2026. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

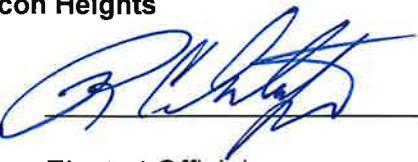
If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

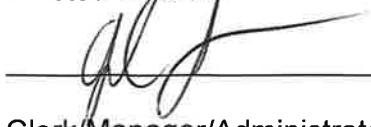
**IN WITNESS WHEREOF**, the parties have executed this Agreement on this date set forth below.

**MUNICIPALITY**

**City of Falcon Heights**

By: 

Elected Official

Its: 

Clerk/Manager/Administrator

Dated: \_\_\_\_\_

**NYFS**

**Northeast Youth & Family Services**

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

Its: President/CEO

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

Its: Chair of the Board of Directors

Dated: \_\_\_\_\_

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## REQUEST FOR COUNCIL ACTION

Meeting Date	December 22, 2025
Agenda Item	Consent G8
Attachment	2026 Cooperative Agreement
Submitted By	Jack Linehan, City Administrator

Item	Tubman Legal Services Request Cooperative Agreement
Description	<p>Tubman Legal Services is a not-for-profit organization that serves Hennepin, Ramsey and Washington counties, offering pro-bono legal services for those experiencing trauma – particularly victims of relationship violence, sexual assault and more.</p> <p>Tubman Legal Services actively supports the Falcon Heights community and with the assistance of the City Prosecutor, helps victims of domestic violence navigate their way through the court system. They also help victims with the steps to filing orders of protection.</p> <p>Due to financial constraints, Tubman Legal Services has had to scale back their services. To keep the services they offer to the communities of suburban Ramsey County, Tubman is requesting funding from each community to support their mission, depending on size. For 2024 and 2025, Tubman requested \$5,000 from the City of Falcon Heights to continue to offer their services and asks the same in 2026.</p> <p>The City has a policy in our Administrative Manual that covers requests for financial contributions. The criteria requires strict guidelines, which staff is of the opinion that Tubman meets. It is up to the City Council to decide on whether to fund this request for financial contributions.</p> <p>The attached cooperative agreement with Tubman clarifies the services offered by the agency, and guarantees that the services will continue in 2026 per contract. The agreement is the same as it was in 2023, 2024, and 2025, with dates changed.</p>
Budget Impact	\$5,000.00
Attachment(s)	<ul style="list-style-type: none"><li>• Tubman Legal Services Cooperative Agreement</li></ul>
Action(s) Requested	Staff recommends approving the attached Cooperative Agreement for services in 2026.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made between the City of Falcon Heights, Minnesota (“**City**”), a Minnesota municipal corporation, and the following non-profit (“**Tubman**”). Tubman is a non-profit social service agency whose mission is safety, hope, and healing.

Name/ Organization: Tubman	Federal EIN: 41-4200048
Mailing Address: 4432 Chicago Avenue Minneapolis, MN 55407	Telephone Number: 612-825-3333 (corporate office)
Contact Person: • Jennifer J. Polzin, CEO, authorized to sign contracts	Email: <a href="mailto:jpolzin@tubman.org">jpolzin@tubman.org</a> , 612-767-6697 (office)

The following person is designated the Contract Manager (“**Contract Manager**”) for the City for the purposes of this Agreement:

Name:	Email:
Mailing Address:	Telephone Number:

City and Tubman may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, City and Tubman hereby agree as follows:

- 1. Agreement Documents.** This Agreement, which includes the Description of Services attached hereto as Exhibit A, sets out the entire understanding between the parties and it supersedes any prior written or oral discussions or agreements between the parties regarding the same subject matter. This Agreement also includes, if they exist, City’s request for proposals for the Services and the proposal submitted by Tubman, both of which are incorporated herein by reference. The provisions of the documents constituting the Agreement shall be read together and reconciled in the documents to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling. In the event that a material conflict is found between provisions of the documents, the provisions in the following rank order shall take precedence: (1) the Descriptions of Services in Exhibit A; (2) this Professional Services Agreement document; (3) Tubman’s proposal.
- 2. Services.** Tubman agrees to provide the City the services as described in the attached Exhibit A (collectively, the “**Services**”) in accordance with the terms and conditions of this

Agreement. Tubman shall provide the Services in a manner consistent with industry standards for similar Services and in accordance with the standards, requirements, and timelines set out in Exhibit A.

3. **Compensation.** City shall compensate Tubman for the Services as provided in Exhibit A an amount of \$5,000.00 annually. Unless expressly provided otherwise in Exhibit A, the total amount or rate of compensation is an all-inclusive amount that includes all expenses, costs, taxes, and other amounts Tubman incurs or pays to provide the Services. City shall not be responsible for paying any amounts for the completion of the Services other than those expressly provided for in Exhibit A. The amount will be adjusted annually for inflation/deflation. Amounts payable by the City shall be paid to Tubman on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.
4. **Notices.** Any notices provided under this Agreement shall be to Tubman and Contract Manager as identified above.
5. **Term.** This Agreement shall commence on **January 1, 2026** and shall terminate on **December 31, 2026**, unless it is terminated earlier as provided herein or the parties agree in writing to an extension of this Agreement.
6. **Deliverables.** If Tubman is required to produce specific deliverables to City as part of the Services to be provided under this Agreement, such deliverables shall be identified in Exhibit A of the Agreement.
7. **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days written notice. If Consultant is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, City has the right to terminate this Agreement immediately upon written notice of termination. City shall pay Tubman for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
8. **Data Practices.** Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from City in the performance of the Services.
9. **Legal Compliance.** Tubman shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services and shall obtain all permits and permissions that may be required. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.
10. **Indemnification.** Tubman agrees to defend, indemnify and hold harmless, City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Tubman, its offices, employers, agents, contractors or

subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services and against all loss by reason of the failure of Tubman to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

11. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
12. **Notices.** Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to, with respect to City, the Contract Manager and, with respect to Tubman, to Tubman's contact person, each as identified at the outset of the Agreement.
13. **Nondiscrimination.** Tubman agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
14. **INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

*Commercial General Liability (or in combination with an umbrella policy)*

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

*Workers Compensation*

*If Consultant is required by law to have Worker's Compensation insurance, Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:*

- \$500,000 – Bodily Injury by Disease per employee

- *\$500,000 – Bodily Injury by Disease aggregate*
- *\$500,000 – Bodily Injury by Accident*

The City shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

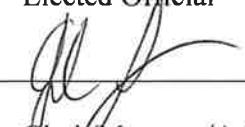
15. **INDEPENDENT CONTRACTOR.** The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
16. **SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.
17. **ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
18. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement

**19. CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.

**20. AUDIT DISCLOSURE.** The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement

**CITY**

**City of Falcon Heights**

By:   
\_\_\_\_\_  
Elected Official  
Its:   
\_\_\_\_\_  
Clerk/Manager/Administrator  
Dated: 12-22-25

**TUBMAN**

**Tubman**

By: \_\_\_\_\_  
CEO  
Dated: \_\_\_\_\_

**EXHIBIT A**  
**Description of Services**

**I. DUTIES**

**A. Services and Description**

1. **Services**. The Consultant agrees to furnish the City the following services:
  - a) Recruitment and training of volunteers (advocates) who work with and counsel victims of domestic abuse.
  - b) Staffing of a 24-hour crisis line and providing information and referral.
  - c) Preparation of petitions for protective orders; assistance in the service of protective orders; advocacy with victims during the court hearing process; monitoring compliance with Court Orders.
  - d) Providing safe homes for battered persons and their children.
  - e) Providing support/educational groups for battered persons and educational groups for high-risk target groups.
  - f) Availability of a domestic abuse perpetrator's group for City referrals.
  - g) Tubman will be the first point of contact for victims, regardless of the offense level in a domestic violence case
  - h) Tubman will be the community contact agency for intimate partner violence cases referred by law enforcement personnel. Officers complete a lethality risk assessment on site with the victims of intimate partner violence, and refer immediately to Tubman staff for services.
2. **Client Eligibility**.
  - a) Services under this Agreement shall be provided to persons residing in the City who have been battered in domestic relationships and their children and to high-risk target groups.

**B. Evaluation, Reporting, and Information Requirements**

1. Automated Annual Reports. Tubman agrees to furnish the City with annual reports of services provided under this agreement.
2. Description of Services. A detailed description of the services to be provided.

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## REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	December 22, 2025
Agenda Item	G9
Attachment	Flexible Benefit Plan Amendment
Submitted By	Alyssa Landberg, Interim Finance Director

<b>Item</b>	A Flexible Benefits Plan Amendment to increase the maximum dollar limit allowed by IRS statutory limits.
<b>Description</b>	Falcon Heights established a Flexible Benefit Plan in 2007 and was amended in 2022. That plan currently has \$5,000 maximum reimbursement limit for dependent care. It has been recommended by our Flexible Benefit Plan administrator that we amend the plan to provide for the maximum statutory reimbursement limit of \$7,500 for the dependent care flexible spending part of the plan. This increase is allowed by the Internal Revenue Code and adjusted from time to time due to inflation. This amendment would allow for future statutory rate increases without us having to amend the plan. Currently, this IRS approved increase is only in the Dependent Care Flexible Spending part of the plan. Health Care Flexible Spending would remain at the \$3,400 level.
<b>Budget Impact</b>	Estimated expenditure for this plan amendment is \$2,500.
<b>Attachment(s)</b>	City of Falcon Heights Flexible Benefits Plan Amendment.
<b>Action(s) Requested</b>	Staff recommends approving the amendment for the city's Flexible Benefits Plan to allow for the maximum statutory reimbursement limits allowed by the IRS.

City of Falcon Heights  
Flexible Benefits Plan

Declaration of Amendment & Restatement

City of Falcon Heights, pursuant to the retained power of amendment contained in Section 6.1 of the City of Falcon Heights Flexible Benefits Plan, restates the Plan in its entirety to read as set forth in the attached instrument, entitled, City of Falcon Heights Flexible Benefit Plan (the “Flexible Benefits Plan” or the “Plan”).

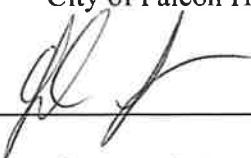
The Plan was amended to increase the maximum reimbursement a Participant may receive under the Dependent Care Flexible Spending Account. Beginning January 1, 2026, the maximum reimbursement shall be \$7,500 for single individuals and married couples filing jointly (\$3,750 in the case of a Participant who is a married individual filing a separate tax return). The Amended and Restated Plan, except as otherwise expressly provided for in the attached instrument, shall be effective as of January 1, 2026.

IN WITNESS WHEREOF, City of Falcon Heights has caused this instrument to be executed by its duly authorized officers this 22<sup>nd</sup> day of December 2025.

City of Falcon Heights

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

Its: \_\_\_\_\_

  
City Administrator

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## REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	December 22, 2025
Agenda Item	Consent G10
Attachment(s)	See below.
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Transition to The Hartford Long-Term Disability Benefits Effective January 1, 2026; Discontinuation of Short-Term Disability
<b>Description</b>	<p>Staff is requesting Council authorization to transition the City's long-term disability (LTD) coverage to The Hartford effective January 1, 2026, and to discontinue the City's short-term disability (STD) offering for all full-time employees.</p> <p>Our current LTD arrangement through National Insurance Services (NIS) ends December 31, 2025. For more than 15 years Falcon Heights, together with Lauderdale, piggybacked off of Ramsey County's employee plan, but that access has been discontinued. The primary option for small employee group cities is the League of Minnesota Cities program at a substantially higher cost to both employees and the city. Staff continued to pursue alternatives despite the challenges of our small group size (nine full-time employees), which led many carriers to decline to quote groups under twenty-five. With broker assistance, we secured a favorable proposal from The Hartford that reduces total cost compared to our expiring arrangement while preserving comparable LTD protection for nearly all employees.</p> <p>Under the expiring plan through NIS, the City funded a 40 percent income replacement and employees could buy up to 60 percent at their own expense; nearly all do so. The Hartford proposal is structured as a 100 percent employer-paid benefit. This allows us to eliminate the employee deduction and still achieve cost savings at the plan level, with a fairly minimal cost to the City to cover the differential. The LTD benefit includes a 90-day elimination period with benefits payable beginning on the 91st day of an approved disability and continuing to Social Security Normal Retirement Age (age 68 for most employees). Enrollment will be automatic with no medical underwriting or physical required.</p> <p>The only limitation in the Hartford proposal is a \$5,000 per month maximum benefit. A small number of leadership-level employees may therefore receive less than 60</p>

	<p>percent income replacement due to the cap. Staff will communicate individually with any affected employees.</p> <p>In light of Minnesota Paid Leave beginning January 1, 2026 – which provides wage replacement during the initial period of many qualifying leaves – the City's separate STD offering is increasingly redundant and less robust than the state program. Only two employees currently elect STD, and the City contributes zero percent toward those premiums.</p> <p>Financially, The Hartford proposal marginally increases the City's total cost relative to the combination of City-paid base LTD plus typical employee buy-up under the expiring plan, but will result in employee savings. Redirecting plan savings to fund 100 percent of premiums removes employee payroll deductions and improves take-home pay without meaningfully increasing the City's net cost.</p> <p>Coverage will take effect January 1, 2026, and the STD offering will conclude as of that date.</p>
<b>Budget Impact</b>	The annual cost to offer LTD to all employees is currently \$1,400, with employees paying about \$300 of that in contributions. The new plan will be \$1,169 annually, but fully paid by the city for a net difference of \$70 increase.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• The Hartford Proposal</li> <li>• Resolution 25-110</li> </ul>
<b>Action(s) Requested</b>	<p>Staff requests the Council take the following actions on December 22, 2025:</p> <ol style="list-style-type: none"> <li>1. Approve the transition of the City's long-term disability coverage to The Hartford, effective January 1, 2026, with premiums paid 100 percent by the City.</li> <li>2. Discontinue the City's short-term disability offering effective January 1, 2026, to align with the implementation of Minnesota Paid Leave.</li> <li>3. Authorize the City Administrator to execute all documents necessary to implement the plan and to finalize any minor administrative changes consistent with Council direction.</li> </ol>

**A Proposal of Employee Benefits from The Hartford for the  
U.S. Employees of**

**City Of Falcon Heights**

**Long Term Disability Insurance**

**Presented by:**

**Agmnga LLC**

**Proposal valid until January 1, 2026**



# City Of Falcon Heights

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## Long Term Disability

**Class Description(s):**

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

<b>Feature</b>	<b>Description</b>			
Benefit Percentage	60%			
Maximum Monthly Benefit	\$5,000			
Minimum Monthly Benefit	Greater of \$100 or 10%			
Elimination Period	90 Days			
Benefit Duration	ADEA 1 with Social Security Normal Retirement Age*			
Definition Of Disability	2 Years Own Occupation			
Earnings Loss during Elimination Period	Not Required			
Return To Work Incentive Applies	Yes			
Integration Method	Direct			
Social Security Offset	Family			
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months			
Takeover Provision	No Loss/No Gain			
Mental Illness Limitation	24 Month Outpatient			
Substance Abuse Limitation	24 Month Outpatient			
Specified Condition Limitation	None			
Family Care Credit	Included			
Workplace Modification Benefit	Included			
Rehabilitation Participation Requirements	Included			
Recommended Treatment Requirements	Included			
Survivor Income Benefit Option	3 Times Last Monthly Net Benefit			
Employer Participates In Worker's Compensation	Yes			
Employee Contribution	Non-Contributory			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Included			
Initial Rate Guarantee Period	2 Years			
Ability Any Occupation Earnings Test	60%			
<b>Rate Summary</b>				
<b>Coverage Category/Class</b>	<b>No of Lives</b>	<b>Rate Basis</b>	<b>Volume</b>	<b>Monthly Premium</b>
LTD	9	\$0.155 Per \$100 Of Covered Salary	62,860.07	\$97.43

\*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines

# City Of Falcon Heights

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## Qualifications and Assumptions

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Plan. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer and employee coverages are part of a single ERISA plan sponsored by the employer and that the employer has determined that the rate structure is consistent with information provided to employees and with its ERISA obligations. If this understanding is not accurate, please contact us.

**Age Reduction:** The employer is responsible for making sure that the offer of insurance to employees under its Benefit Plans complies with the Age Discrimination in Employment Act (ADEA). This quote may include reduced coverage for older workers based on age reduction tables. The Hartford offers a variety of age reduction tables so employers can choose the ones that work best in their Benefit Plans. Please consult your legal counsel to determine whether ADEA applies to your Benefit Plans and, if so, whether your Benefit Plans comply with ADEA and other applicable laws.

**The following are assumptions upon which this proposal is based:**

1. The effective date of this case will be January 1, 2026.
2. Proposal and rates are valid until January 1, 2026.
3. Rates assume a SIC code of 9111.
4. Quote assumes a Situs State of MN. Hartford standard filed contract language applies. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
6. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
7. The Hartford reserves the right to re-price:
  - if the sold plan design differs from the proposed/quoted plan design
  - for changes in State or Federal Insurance regulations
  - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
8. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
9. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
10. Assume case is not a Sovereign Nation or Union Group.
11. Assumes Military Leave of Absence is 12 weeks.
12. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by underwriting in advance.
13. Contract language and standard benefits approved by The Hartford will be used for all insured contract and employee booklet communication material.
14. The Disability definition of earnings includes Base Annual Earnings and Pre-Disability Earnings. Overtime pay and target income is not included.
15. The Hartford's standard policyholder reporting package and frequency applies.
16. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations.

## **City Of Falcon Heights**

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17. We assume the company has been in business for at least 2 years.
18. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
19. Assumes the plan of benefits is subject to ERISA regulations.
20. The employer pays the cost of Non-Contributory Long Term Disability coverage on a pre-tax basis.
21. Definition of earnings is reflected in the salary amounts provided on the census.
22. The Hartford assumes no liability to extend coverage under severance agreements.
23. We assume no liability or coverage for any existing disabled persons.
24. Coverage for Retirees is not included.

## **City Of Falcon Heights**

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### **Deviations**

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.

# City Of Falcon Heights

**Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.**

**Disability income benefits may be limited when due to mental illness or substance abuse. For additional information or options regarding disability income limitations, please contact your professional insurance advisor or Hartford sales representative.**

## General:

### **Customer Support and Online Self-Service Capabilities**

We're committed to providing best-in-class service to our customers and their employees. That's why we offer online capabilities designed to save time and make it easier to manage your group benefits.

#### **Employer Portal**

Our employer portal is a secure, mobile-responsive site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. Through our portal, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

#### **Employee Portal**

Our employee portal is a secure, mobile-responsive site where employees can manage their claims, payment information and more. Your employees can access this site at any time to:

- Submit disability claims and leave of absence requests.
- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Upload and view documents from mobile or desktop.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Manage their preference for alerts/notifications – email and text.

#### **Additional Support from our Customer Solutions Center**

Questions or services that cannot be handled online can be addressed by our Customer Solutions Center. Our skilled representatives, who are familiar with your case, are available Monday through Friday from 8 a.m. to 8 p.m. EST at 1-800-523-2233 and provide support to new and existing customers.

#### **Local Service Representatives**

If our Customer Solutions Center representatives can't assist you with your request, they'll be glad to put you in touch with a local service representative.

# City Of Falcon Heights

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## Long Term Disability:

### Definition of Disability

The Hartford's enhanced Ability Long Term Disability contract is built on the Hartford's *Ability* philosophy, a belief in the desire of disabled employees to lead active, independent lives.

#### Definition of "Disability"

A Loss of Earnings is not required to satisfy the plan Elimination Period. Disability Benefits are payable when a claimant is prevented from performing one or more of their Essential Duties and a Loss of Earnings. If, at the end of the Elimination Period, a claimant still has only a Loss of Duties, we will extend the Elimination Period for up to 12 months from the Date of Disability.

We are one of a few carriers offering such an "and/or" definition of disability, and it offers a unique and powerful complement to our Ability Philosophy. Effectively utilizes an "or" definition of disability during the elimination period, allowing a claimant to attempt to return to work without the fear of delaying the satisfaction of the elimination period. Benefits will be paid when a claimant needs it the most, when they have suffered both a loss of duties and a loss of income. The language will allow an employer the flexibility to extend the elimination period, for up to 12 months from original date of disability, through their decision to continue a disabled employee at their pre-disability earnings level. It more effectively supports a return to work focus for both employers and employees.

### Benefit Calculation

The benefit calculation is based on the Monthly Income Loss, which is the difference of the employee's pre-disability earnings less the current monthly earnings. The Monthly Benefit will not be less than the Minimum Monthly Benefit, if one is applicable. This calculation takes into account any income that the employee may earn while still meeting the definition of disability, and eliminates the need for additional benefit calculation methods such as partial and residual. If an overpayment occurs, we may recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

## City Of Falcon Heights

### **Benefit Duration**

The Benefit Duration is the maximum time for which we pay benefits. Depending on the schedule selected and the age at which disability occurs, the maximum duration may vary.

<b>Age Disabled</b>	<b>Benefits Payable - Elimination period less than 180 days - 1A</b>
Prior to Age 63	To Normal Retirement Age or 48 months if greater
Age 63	To Normal Retirement Age or 42 months if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by the date of birth as follows:

<b>Year of Birth</b>	<b>Normal Retirement Age</b>
1937	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

# City Of Falcon Heights

## Family Care Benefit

This benefit is available to help a claimant with family care expenses while he or she is participating in a rehabilitation program. The allowable expenses are treated as a deduction from earnings for purposes of calculating the monthly benefit payable. The maximum monthly family care credit allowed for each qualifying child or family member is \$350 during the first 12 Months of the rehabilitation program and \$175 thereafter, not to exceed \$2500 in a calendar year. The benefit is built into the coverage at no additional cost, and is designed to decrease as the employee's earnings increase.

## Job Offered but Refused

In determining benefits payable, the amount of potential income from a job offered by the employer, or another employer, will be considered as earned income, even if the offer is refused. This encourages claimants to utilize return-to-work opportunities.

## Pre-existing Condition Limitation

This limitation applies to conditions for which an employee receives medical services within 3 months of the effective date of coverage. No benefits are payable for a disability resulting from such a condition until the employee has been covered for 12 consecutive months. In addition, the amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the Plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-Existing condition.

Note: This limitation does not include "prudent person" language, which is difficult to administer and can be unfair.

## Recommended Treatment Requirement

Benefit payments will terminate if the claimant refuses to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition. This language also encourages claimants to participate in programs and treatments that can help them return to work and achieve independence. (This is not applicable in New Jersey.)

## Rehabilitation Participation Requirement

Benefit payments will terminate if the claimant:

- refuses to participate in a rehabilitation program (not applicable in CA or NJ);
- refuses to cooperate with or try modifications made to the work site or job process, or adaptive equipment or devices designed to accommodate the claimant's identified medical limitations and enable the claimant to perform the essential duties of his/her or any occupation. A qualified physician must also agree that specific modifications or adaptive equipment accommodates the claimant's medical limitations.

This language encourages claimants to take advantage of the programs and resources offered to them whenever appropriate to help them return to active, productive, independent lives.

## Return to Work

This incentive allows employees who return to work while disabled to receive up to 100% of pre-

# City Of Falcon Heights

disability earnings for the first 12 months after they return to work. This encourages employees to return to full-time work as soon as possible.

## **Any Occupation Earnings Test**

When the Disability Definition moves to the Any Occupation definition, The Hartford will base the determination of Disability on the claimant's ability to work in an occupation that matches his or her education, training or experience and also has an earnings potential equal to or greater than the product of his or her Pre-disability Earnings and the Disability Benefit percentage (or equal to or greater than the Maximum Monthly Benefit, if lower).

## **Survivor Income Benefit**

If an employee dies while receiving disability benefits, a benefit will be paid to the spouse or child(ren) of the employee. This is a way of providing eligible survivors with valuable financial help when the loss of the insured family member occurs.

## **Workplace Modification**

Workplace Modification provides reimbursement to the employer for the expense of reasonable modifications made to a workplace to accommodate an employee's disability and return him/her to active full-time employment.

## **Self-Reported or Subjective Illness Limitations**

This Hartford LTD contract does not contain contract wording to limit self-reported or subjective illnesses. We handle claims for these conditions the same way we handle all claims – by focusing on functionality instead of the diagnosis.

We also do not include "prudent person" wording in our definition of what constitutes a pre-existing condition, as this is a highly subjective measurement.

## **FICA Match Service**

The Hartford will match and pay a Long Term Disability policyholder's share of FICA taxes on benefits paid to disabled employees. We will also prepare all necessary Long Term Disability W-2 forms at year-end.

## **Guarantee Issue**

The Guarantee Issue level is the maximum benefit available without Evidence of Insurability. The Guarantee Issue level applies to all eligible employees who properly enroll for coverage within 31 days after becoming eligible.

# City Of Falcon Heights

## Additional Services:

### Ability Assist®

**Ability Assist®<sup>1</sup> Counseling Services** Employees receive professional counseling for financial, legal and emotional issues, 24/7/365. Includes unlimited phone access and three face-to-face sessions per year. Services are also available to spouses and dependent children.

**HealthChampion<sup>SM</sup> Health Care Support Services** A service that offers unlimited access to Benefit Specialists and nurses for administrative and clinical support to address medical care and claims concerns. Service includes: claim and billing support, explanation of benefits, cost estimates/fee negotiation, information related to conditions and available treatments, and support to help prepare for medical visits.

### Enhanced Ability Assist<sup>®</sup> Option

This option is available for employees and their dependents not covered or enrolled in The Hartford's Disability program(s). Services can be provided to these employees for an additional fee of \$0.84 per employee per month.

*Ability Assist and Health Champion disclosures:* Services are offered through The Hartford, however, all services are provided by ComPsych. Neither ComPsych nor Hartford is responsible or liable for care or advice rendered by any referral resources. All benefits are subject to the terms and conditions of the policy.

<sup>1</sup>Ability Assist®, Enhanced Ability Assist®, and Health Champion<sup>SM</sup> are offered through The Hartford by ComPsych®. ComPsych is not affiliated with The Hartford and is not a provider of insurance services.

The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states. Visit <https://www.thehartford.com/employee-benefits/value-added-services> for more information.

# City Of Falcon Heights

## Travel Assistance and Identity Theft Support Services

### Travel Assistance and Identity Theft Support Services<sup>1,2</sup>

The best laid travel plans can go wrong, leaving travelers vulnerable and potentially unable to find the right help. When the unexpected happens far from home, it's important to know whom to call for assistance. The Hartford offers Travel Assistance services when traveling more than 100 miles from home and for 90 days or less. Services include:

- Medical assistance: world-wide medical referrals, medical monitoring, prescription transfer, replacement of medical devices & corrective lenses and much more.
- Emergency transports: medical repatriations & evacuations, repatriations of mortal remains and much more.
- Other travel services: pre-trip information, lost luggage/document assistance, legal referrals and much more.

Identity Theft Support services provide 24/7/365 assistance that includes education on how to prevent theft and help on the steps to take once a theft has occurred. To determine if theft has occurred, caseworkers will assist with reviewing credit information. If theft has occurred, caseworkers will assist with notifying the major credit bureaus, assist with completing an identity theft affidavit, help with replacing credit/debit cards and more.

<sup>1</sup>Travel Assistance and Identity Theft Support services are offered through a vendor which is not affiliated with The Hartford. These services are not insurance. The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states.

<sup>2</sup>These services are only offered with The Hartford's Life and Long-term Disability insurance contracts.

## City Of Falcon Heights

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### Commissions and Other Payments to Producers

**Note to Producers:** In 2015, we changed the way that we administer flat commissions. Flat commissions continue to be an alternative to graded commissions. For all proposals with a flat commission, the policyholder must receive the services listed in Schedule C or E of the Group Insurance Producer Agreement, which are available to you on our website <http://thehartford.com/group-benefits-producer-compensation> and on the Producer View website at [www.ProducerView.com](http://www.ProducerView.com).

The Hartford compensates producers for the sale and service of our products. In most cases, producers are paid a Commission, which is either a graded or fixed flat percentage of the premium and is incorporated into the premium rate(s). In addition, producers may be eligible for various types of Other Payments. Other Payments are incurred as general operating expenses of The Hartford and will not be directly charged to any policy issued as the result of this quote.

Commissions and certain Other Payments are paid pursuant to the Hartford's Group Insurance Producer Agreement ("GIPA"). Quotes based on fixed or flat percentage Commissions reflect services provided by the producer to the policyholder. We rely on the producer to determine that these Commissions are supported by services described in the GIPA. The Hartford reports Commissions and Other Payments on the annual Schedule A Worksheet provided to policyholders in accordance with applicable law.

For additional information regarding eligibility for Commissions and Other Payments and terms and conditions relating thereto, please review our website <http://thehartford.com/group-benefits-producer-compensation> or contact your Hartford representative. Producers may also access the GIPA on Producer View.

#### **Commissions:**

Long Term Disability: Schedule C: A Flat commission rate of 20.0% has been built into the rates presented in this proposal

## City Of Falcon Heights

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The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company, under the brand name, The Hartford®, and is headquartered at One Hartford Plaza, Hartford, CT 06155. For additional details, please read The Hartford's legal notice at [www.thehartford.com](http://www.thehartford.com). All benefits are subject to the terms and conditions of the policy. Policies underwritten by the underwriting companies listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued. This proposal explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this proposal and the policy, the terms of the policy apply. Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. Benefits are subject to state availability.

This proposal includes a quote(s) for one or more products, which are issued on the following forms: Accident Form Series includes GBD-2000, GBD-2300, or state equivalent. Accidental Death and Dismemberment Form Series for all states except PR, WA and CA includes GBD-1000 and GBD-1300, or state equivalent, and in PR, WA and CA Form 7582 and Form PA-5427, or state equivalent. Critical Illness Form Series includes GBD-2600, GBD-2700, or state equivalent. Disability Form Series includes GBD-1000, GBD-1200, or state equivalent. Life Form Series includes GBD-1000, GBD-1100, Z-PORT, or state equivalent. Hospital Indemnity Form Series includes GBD-2800, GBD-2900, or state equivalent.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 22, 2025

No. 25-110

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**RESOLUTION ACCEPTING THE HARTFORD LONG-TERM DISABILITY  
PROPOSAL AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the City of Falcon Heights' current long-term disability (LTD) coverage arrangement expires on December 31, 2025; and

**WHEREAS**, access to the prior disability arrangement has been discontinued, and alternative options available to small employee groups are generally offered at substantially higher cost; and

**WHEREAS**, with the assistance of the City's insurance broker, staff secured a proposal from The Hartford to provide long-term disability coverage that preserves comparable benefits while reducing overall plan costs; and

**WHEREAS**, the proposed LTD coverage would be funded 100 percent by the City, eliminate employee payroll deductions, and take effect January 1, 2026; and

**WHEREAS**, the implementation of Minnesota Paid Leave beginning January 1, 2026 renders the City's separate short-term disability (STD) offering increasingly redundant; and

**WHEREAS**, staff has recommended discontinuation of the City's STD offering effective January 1, 2026, and acceptance of The Hartford proposal as outlined in the Request for Council Action.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota:

1. The proposal from The Hartford for long-term disability coverage is hereby accepted, effective January 1, 2026, with premiums paid 100 percent by the City.
2. The City's short-term disability offering is discontinued effective January 1, 2026.
3. The City Administrator is authorized to execute all documents and take all administrative actions necessary to implement the approved long-term disability coverage and related changes consistent with Council direction.

**ADOPTED** by the Falcon Heights City Council this 10<sup>th</sup> day of December, 2025.

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Moved by: Gustafson

GUSTAFSON  
LEEHY  
MEYER  
WASSENBERG  
MIELKE

4 In Favor  
0 Against

Approved by:

  
Randall C. Gustafson  
Mayor

Attested by:

  
Jack Linehan  
City Administrator

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G11
Attachment	2026 Polling Place Agreement
Submitted By	Kelly Nelson, Administrative Services Director/Deputy Clerk

<b>Item</b>	Ramsey County - Polling Place Agreement
<b>Description</b>	The City received a request for the use of City Hall as a polling place for the 2026 Election Season. The Election dates for City Hall are listed on the polling place agreement attached.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"><li>2026 Ramsey County Polling Place Agreement</li></ul>
<b>Action(s) Requested</b>	Staff recommends approval of the attached polling place agreement and authorize the City Administrator to sign the agreement.

## 2026 Polling Place Agreement

**Polling Place: FH-1 Falcon Heights City Hall**

2077 Larpenteur Ave W.  
Falcon Heights, MN 55113

**The above named facility agrees to provide their site to Ramsey County for the following election(s):**

**August Primary — 08/11/2026**

**General Election— 11/03/2026**

**Notes**

- If your facility has a **Special Election in 2026**, our office will notify you immediately after our office has been notified by the Secretary of State.
- Ramsey County Election's staff has conducted in person site visits in 2025. We ask that each facility update their site-survey with any staff changes or facility updates. This document will be sent to you in the early spring of 2026. We are working on a survey that is more user friendly for facilities to fill out.
- If your organization requires a facilities use agreement, please send that document along with the completed polling place agreement to [brenda.leifeld@ramseycounty.us](mailto:brenda.leifeld@ramseycounty.us) by **January 31st, 2026**.

**Please complete and return this agreement to the Elections Office promptly.**

In completing and signing this document, the polling place contact agrees to:

- properly heat and light the location from 5:30 a.m. until the work of the election judges is complete.
- ensure the building is open at 5:30 a.m. on Election Day and that no other activities will interfere with the voting process.
- provide for secure storage of voting materials prior to and following Election Day.

**Is there any construction planned for the above-named polling location for 2026?  Yes  No**

If yes, specify where and when \_\_\_\_\_

**On-site contact:**

Other:

**If the building is not open at 5:30 a.m. on Election Day, list any individuals with keys to open the facility:  
(provide phone numbers that are reachable at 5:30 a.m.)**

**Emergency contact:** Jack Linehan

Other: Kelly Nelson 612-619-0440

**Voting room/location:** Council Chambers at Falcon Heights City Hall

Other:

**Secure equipment storage location:** Conference Room at City Hall

Other:

**Instructions for delivery personnel:** \_\_\_\_\_

**Representative:** Jack Linehan

**Signature:** 

**Representing:** Falcon Heights City Hall

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G12
Attachment	
Submitted By	Alyssa Landberg, Interim Finance Director

<b>Item</b>	Transfer of Surplus Funds from the General Fund to the UMN Les Bolstad Golf Course Redevelopment Capital Fund
<b>Description</b>	Planning consultant fees, engineering services, and audit fees are expected in 2026 in the redevelopment of the UMN Les Bolstad Golf Course. A new capital fund was created in the 2026 Budget for this project. A transfer from General Fund surplus funds will support the beginning expenses for this capital fund.
<b>Budget Impact</b>	This transfer was included in the 2026 Budget to begin funding expenses in 2026 related to redevelopment of the UMN Les Bolstad Golf Course.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends council approval on this \$80,000 transfer of funds from the General Fund to the UMN Les Bolstad Golf Course Redevelopment Capital Fund.

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## ITEM FOR DISCUSSION

Meeting Date	December 22, 2025
Agenda Item	Consent G13
Attachment	
Submitted By	Alyssa Landberg, Interim Finance Director

<b>Item</b>	Budget amendment to reduce the transfer from Infrastructure Fund to the 2025 Street Project – Falcon Woods & Northome Fund
<b>Description</b>	The original 2025 Budget as adopted included a transfer of \$445,000 from the Infrastructure Capital Fund to the Falcon Woods & Northome Capital Project Fund to support costs for the 2025 Street Project. This total transfer is no longer necessary, as the project came in significantly under budget due to aggressive bids. Instead, it is recommended that the amount be reduced by \$300,000 for a total transfer of \$145,000. This will cover remaining expenses and liabilities related to the 2025 PMP project restoration and final punch list items.
<b>Budget Impact</b>	
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends council approval on the budget amendment to reduce the transfer from the Infrastructure Fund to the Falcon Woods & Northome Capital Project Fund to \$145,000 in 2025.

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## REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	December 22, 2025
Agenda Item	G14
Attachment	See Below
Submitted By	Jack Linehan, City Administrator Alyssa Landberg, Interim Finance Director

<b>Item</b>	Notice of change in Social Security withholding for elected officials
<b>Description</b>	<p>Governing body elected officials that are elected after 6/30/2002 are subject to mandatory Social Security withholding unless they are enrolled in the MN PERA Defined Contribution Plan (DCP). Within the first 30 days of employment, elected officials can enroll in the PERA Defined Contribution Plan or choose not to participate in PERA DCP and have Social Security withheld from their payroll. The option to contribute to both is not available unless the city council was to conduct a DCP Referendum to extend Social Security to elected officials who are participating in the DCP with a Section 218 Agreement.</p> <p>During the process to transition to third-party payroll with Abdo Workplace Solutions it was determined that since 2017 elected officials had been contributing to both PERA and Social Security without a Section 218 Agreement in place. MN PERA and the local office of the Social Security Administration were alerted to this, and next steps will be determined. Beginning with the December 2025 payroll for elected officials, only PERA contributions will be deducted for the current council as elected on PERA Elections Forms. Going forward only the selection on the elected official's PERA Election Form for Elected Officials will be withheld from payroll.</p> <p>Staff will continue to research this issue with our State and Federal agency partners and determine how to best rectify the incorrect contributions to Social Security over the past nine years. In the interim, we want to have the City Council accept this notice prior to our final December withdrawals</p>
<b>Budget Impact</b>	The 2026 Budget already includes the reduction of payroll taxes for Social Security withholdings for elected officials.

<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• MN PERA Employer Handbook</li> <li>• MN PERA Membership Election Form for Elected Officials</li> </ul>
<b>Action(s) Requested</b>	The City Council is requested to accept this notice and await further direction on what the next steps would need to be for the City to resolve past deductions to social security.

# EMPLOYER MANUAL



PUBLIC EMPLOYEES  
RETIREMENT ASSOCIATION

# DEFINED CONTRIBUTION PLAN

<b>4-2</b>	<b>COVERAGE FOR PUBLIC OFFICIALS</b>
<b>4-7</b>	<b>COVERAGE FOR CITY MANAGERS</b>
<b>4-9</b>	<b>COVERAGE FOR PHYSICIANS</b>
<b>4-10</b>	<b>COVERAGE FOR VOLUNTEER AMBULANCE PERSONNEL</b>
<b>4-12</b>	<b>COVERAGE FOR VOLUNTEER OR ON-CALL FIREFIGHTERS</b>
<b>4-15</b>	<b>CHART OF ENROLLMENT FORMS</b>
<b>4-16</b>	<b>UPDATING MEMBER DATA</b>
<b>4-17</b>	<b>INVESTMENT OPTIONS</b>
<b>4-17</b>	<b>REFUND OPTIONS</b>

The Defined Contribution Plan (DCP) satisfies the requirements of section 401(a) of the Internal Revenue Code (IRC) and is a governmental plan within IRC section 414(d). This plan is a retirement savings program for elected local government officials and other specific classes of positions that are listed as eligible in Minnesota Statutes Chapter 353D.

Participation is optional for all individuals, and, as the employer, you must obtain written authorization from the eligible individuals for the deductions. The member's contributions are withheld from earnings on a pre-tax basis and are considered to be "picked up" by the employer under Section 414(h) of the Internal Revenue Code.

DCP members individually determine how to invest the contributions made on their behalf through the purchase of shares in accounts of the Minnesota Supplemental Investment Fund. Total contributions, plus investment performance, will determine the ultimate lump-sum benefit payable upon withdrawal from public service.

A DCP participant is entitled to receive a distribution of the person's benefit after termination of service for any reason, disability, or death, or on or after attaining age 65 if still employed by a public employer. The individual must file an application in order to receive a full or partial distribution of the account balance at the date of distribution.

This chapter describes the membership provisions of the DCP in effect on the date of publication shown on the following pages, lists the contribution rates for each group of eligible employees, and provides guidance on Social Security coverage for DCP members. While every effort has been made to try to verify the accuracy of the information presented, the governing state or federal laws, regulations, or policies will govern in the event of any discrepancy. In addition, state and federal laws, policies, and regulations are subject to change and a future modification could make some of the information presented here obsolete.

## COVERAGE FOR PUBLIC OFFICIALS

The Minnesota Legislature extended DCP membership to local elected officials holding governing-body or non-governing-body positions, regardless of their earnings' level, beginning July 1, 1990. Elected officials who were members of the Coordinated Plan at any time between July 1, 1990 and June 30, 1991, had the option to discontinue that coverage and enroll in the DCP as an alternative to the Coordinated Plan. (For more details about membership in the Coordinated Plan, see [Chapter 3 Defined Benefit Plan](#).)

1. DCP membership is currently open to individuals as follows who are elected by the public at large to a local political subdivision: Persons elected to a governing-body position or appointed to fill a vacant governing-body position. (Governing body officials serve as the primary policy makers for local government and include the city council, county commissioners, township supervisors, school board, and special district boards.)

*Note: The DCP is the only PERA retirement plan available to officials who are newly elected or appointed to a governing-body position after June 30, 2002. However, if you have an elected official that established Coordinated Plan membership prior to July 1, 2002, that person remains a member of that plan if re-elected to the same office in your political subdivision without having had a termination of service and 30-day break in public service.*

2. Persons elected to a non-governing body position or appointed to fill a vacant elected non-governing body position, except county sheriffs. Non-governing body elected positions include but may not be limited to city or township clerks and county attorneys or treasurers.

*Note: For non-governing body elected officials who earn more than \$425 per month, the Coordinated Plan is an alternative to the DCP. For non-governing body elected officials who never exceed \$425 per month, the DCP is the only PERA retirement plan available.*

3. Effective July 1, 2010, DCP participation became available to county sheriffs but only if they are retired and drawing a monthly pension from the PERA Police & Fire Plan and, therefore, excluded from belonging to that public safety plan. Effective 8/1/2024, they are not eligible to participate in the DCP if they have previous employment with the county.

*Note: An elected county sheriff who qualifies for mandatory participation in the PERA Police & Fire Plan does not have the option to join the DCP. (For more details about membership in the Police & Fire Plan, see [Chapter 3 Defined Benefit Plan](#).)*

For easy reference, Figures 1 and 2 provide guidance for determining if a public official holding an elected position has the option to join the DCP.

### FIGURE 1

#### GOVERNING-BODY ELECTED POSITIONS ELIGIBLE FOR DCP COVERAGE

A person elected to a local governing-body position (no minimum earnings)<sup>1</sup>

A person appointed to a vacant governing-body position for the remainder of the term (no minimum level of monthly earnings)<sup>1</sup>

<sup>1</sup>The DCP is the only PERA plan available to governing-body officials whose term of office begins after 6/30/02 for services to be rendered in that position.

Over 4,000 elected officials are in the DCP

## FIGURE 2

### NON-GOVERNING BODY ELECTED POSITIONS ELIGIBLE FOR DCP COVERAGE

A person elected to a non-governing body position (no minimum earnings)<sup>1</sup>

A person appointed to a vacant non-governing body elected position for the remainder of the term (no minimum level of earnings)<sup>1</sup>

<sup>1</sup>The Coordinated Plan is an alternative to the DCP for non-governing body elected officials (except sheriffs) who earn more than \$425 in a month. In contrast, if a non-governing body elected official always earns less than \$425 in a month, the DCP is the only PERA plan available.

Since July 1, 2010, DCP membership is also open to certain individuals first appointed to a board or commission of a governmental unit (i.e. joint powers board, planning commission, parks board). Effective May 20, 2023, DCP participation was also expanded to a limited group of public employees paid less than \$425 monthly to fill roles otherwise held by a non-governing elected official such as township and city clerk or treasurer, county auditor, treasurer, or recorder. This change applies to the position types listed above and does not extend DCP to all employees excluded due to salary.

*Note: If the employee's earnings exceed \$425 in any month, DCP participation must immediately stop and Coordinated Plan deductions must begin. This mandatory membership rule ONLY applies to this expanded DCP group; there is no salary restriction for elected officials in the DCP.*

## MEMBERSHIP CHOICE

As the employer, you are responsible for informing your public officials of their right to participate in a PERA plan. Give the following PERA documents to officials who have the option to join the DCP. They are available on the PERA website for printing or can be mailed to you by contacting the PERA office.

1. A copy of the *DCP Handbook*.
2. The form *Membership Election by Public Officials* is for elected officials and those appointed to a board or commission. The DCP Election by Appointed Public Official form is for use by those appointed (hired) to non-elected public official positions. Part A of the form includes a check box for you (the employer) to indicate the individual's pension plan eligibility. Part B is then completed by the official, who must indicate a membership choice and sign. Part B also explains Social Security coverage that may or may not be required.

For the DCP enrollment to be valid, the required election form must be signed within 30 days of their first day of service with a governmental subdivision and it must be received by PERA within 60 days of their first day of service. Not making a selection within this 30-day period results in an automatic election to opt out of the DCP. Either DCP election is permanent for all current and future service with the governmental subdivision.

If an eligible public official chooses to not enroll in the DCP (or the Coordinated Plan if applicable), you must retain the signed *Membership Election by Public Officials* form in your records. Do not send it to PERA since the person did not choose to have PERA coverage. In these situations, we recommend that you remind the individual at least annually of the right to PERA membership. This is best done by completing the membership election form each year to get signed confirmation of the person's decision.

## MEMBER ENROLLMENT

You may enroll an eligible elected or appointed public official into the DCP only after the person has given written authorization for such deductions. As noted previously, authorization is provided through completion of the *Membership Election by Public Officials* form or *DCP Election by Appointed Public Official* form. The election form must be completed and signed within 30 days of their first day of service and receive by PERA within 60 days of their first day of service.

Each DCP member must have an individual account in PERA's records. If you have access to PERA's online Employer Reporting and Information System (ERIS), you will create the individual account directly. On the other hand, if you do not have the necessary technology to use ERIS, PERA staff will create the account upon receipt of the signed election form. (For information about ERIS, refer to [Chapter 6](#).)

## CONTRIBUTIONS

Subject to annual contribution limits set by the IRS, public officials who choose to participate in the DCP contribute 5 percent of their salary and their employers contribute an identical amount. The member's payroll deductions are made on a tax-sheltered basis.

If an eligible official elects DCP coverage, you are to withhold deductions from the person's salary as of the pay period next following the date in which the coverage was elected. Some forms of compensation are not subject to PERA withholding and cannot be used to compute pension plan deductions. Among other things, PERA-eligible salary does not include per diems paid either as an allowance to cover expenses or to reimburse actual expenses. More details are in [Chapter 5 Eligible Earnings](#).

Employee deductions and employer contributions are remitted to PERA on a pay period frequency. Please refer to [Chapter 7 Contribution Reporting](#) for full details. That chapter also provides information on the annual contribution limits that apply to an individual's DCP account.

Under previous laws (in effect through June 30, 2011), a DCP member, who had elected public service before July 1, 1991 that was not covered by a retirement plan, could pay DCP contributions on that past service and invest those contributions, plus matching employer contributions, in the DCP. The Minnesota Legislature repealed those provisions, thereby prohibiting any purchases of past elected service that had not been initiated by an elected official prior to July 1, 2011.

## MEDICARE AND SOCIAL SECURITY

Under the Federal Insurance Contributions Act (FICA), Medicare withholding (1.45 percent of salary) is required for all public employees hired, elected, or appointed after March 31, 1986, including those who enroll in the DCP.

Determining Social Security participation for elected officials is more difficult, however, due to various changes made in the federal and state regulations that dictate coverage in Social Security and PERA's retirement plans. As a general rule it is important to know that an elected official who has the option to join the PERA Coordinated Plan must pay into Social Security, regardless of whether the individual chooses to enroll in the DCP or the Coordinated Plan, or chooses to have no PERA coverage.

Figures 3 and 4 identify when an elected official, with the exception of a county sheriff, must pay the Social Security OASDI (Old Age Survivors Disability Insurance) portion of FICA. Both charts assume that your governmental unit has not established a Section 218 Agreement to provide Social Security participation for your elected officials.<sup>1</sup>

If your unit has a Section 218 Agreement modification, you must withhold both Social Security and Medicare taxes from the earnings of the elected officials who individually voted in the referendum to have such coverage, except that county sheriffs are excluded from participating in Social Security under a 218 Agreement. Full FICA participation is also required for all persons elected to a governing body position after the date in which the referendum had been held, except that county sheriffs who must join the Police & Fire Plan are exempt from Social Security participation.

### FIGURE 3:

Social Security Coverage - Governing Body Elected Officials (i.e. city council, township, county or school board, or special districts).

DATE FIRST ELECTED OR APPOINTED	LEVEL OF EARNINGS	DID OFFICIAL ENROLL IN DCP?	WITHHOLD SOCIAL SECURITY? (OASDI)
After 6/30/02	n/a	Yes	No. Mandatory Social Security participation is not applicable due to the DCP coverage.
After 6/30/02	n/a	No	Yes. Federal law mandates Social Security participation for elected officials who are not members of a public retirement plan (DCP).
Before 6/30/02	Less than \$425 in all months	Yes	No. Mandatory Social Security participation is not applicable due to the DCP coverage.
		No	Yes. Federal law mandates Social Security participation for elected officials who are not members of a public retirement plan (DCP).
Before 6/30/02	More than \$425 in any single month	n/a	Yes. Social Security participation is required for all elected officials who had the option to join the Coordinated Plan even if the officials did not choose to become PERA members. This is due to Minnesota's 218 Agreement covering the Coordinated Plan.

This chart assumes that the employer has not provided Social Security participation to its elected officials through a Section 218 Agreement. Employers that executed a 218 modification must withhold Social Security and Medicare from the salary of all elected officials who individually voted for such coverage and all who take office after the date of the referendum and who qualify for DCP coverage.

### FIGURE 4

1 Beginning in 1951, states were allowed to enter into voluntary agreements called "Section 218 Agreements" with the federal government to provide social security coverage to public employees. Minnesota laws enacted in 2006, allow a single county, city, township, school district, or special authority to voluntarily offer Social Security participation to its elected officials, except county sheriffs who hold positions that are covered by the PERA DCP and excluded from the Coordinated Plan. To extend the Social Security coverage, the employer must modify Minnesota's Section 218 Agreement. For a description of the process and sample forms, refer to the [Social Security](#) section of our Website.

## Social Security Coverage - Non-Governing Body Elected Officials (except county sheriffs)

DID OFFICIAL ENROLL IN DCP?		DOES THE OFFICIAL HAVE OPTION TO JOIN COORDINATED PLAN INSTEAD OF DCP?	WITHHOLD SOCIAL SECURITY (OASDI)?
No	No		Yes. Under federal law, Social Security is mandatory for public employees who are not covered by a public retirement system.
	Yes*		Yes. Person must pay Social Security because the elected position falls under the Section 218 Agreement covering the Coordinated Plan.
Yes	No		No. Mandatory Social Security participation is not applicable due to the DCP membership.
	Yes*		Yes. Person must pay Social Security because the position falls under the Section 218 Agreement covering the Coordinated Plan, which requires Social Security coverage even if the official chooses to pay into the DCP.

\*As of 7/1/2023 and prior to 1/1/2015, these officials can opt to join the Coordinated Plan if they will earn more than \$425 in any month. Between 1/1/2015 and 6/30/2023, they needed earnings over \$5,100 in a year to have the option to join the Coordinated Plan instead of the DCP. This chart assumes that the employer has not provided Social Security participation to its elected officials through a Section 218 Agreement. Employers that executed a 218 modification must withhold Social Security and Medicare from the salary of the elected officials who individually voted for such coverage and all elected officials taking office after the date of the referendum and who qualify for DCP coverage, except that county sheriffs cannot be given Social Security coverage under a 218 Agreement.

## ELECTED COUNTY SHERIFFS

Generally, sheriffs must be enrolled in the PERA Police & Fire Plan when their monthly earnings exceed \$425. The Police & Fire Plan member will pay the Medicare tax but not the Social Security tax.

An exception is made if the sheriff is receiving a pension from the PERA Police & Fire Plan. In this situation, the sheriff is excluded from again contributing to the Police & Fire Plan and, under laws effective July 1, 2010, the sheriff (who is a reemployed retiree) may join the DCP. Effective 8/1/2024 they are not eligible for DCP participation if they were previously employed by the county. Furthermore, the elected sheriff who is a PERA retiree is exempt from Social Security participation even if the county in which the person serves has executed a Section 218 Agreement modification to provide Social Security coverage to its elected positions that qualify for DCP membership. This is because Minnesota's original Section 218 Agreement does not allow the extension of Social Security participation through a referendum process to any police officer position that is covered by another public retirement system.

# MEMBERSHIP ELECTION FORM FOR PUBLIC OFFICIALS

Public officials can make a one-time, permanent decision to participate in PERA if they are within their first 30 days of PERA-eligible work with a governmental subdivision.

## EMPLOYER INSTRUCTIONS

PERA must receive completed forms within 60 days of the public official's first day of work.

1. **Complete part A in blue or black ink.** Incomplete forms will result in a delay or cancellation of your request.
2. **Instruct individual to complete part B.** They must sign the form within their first 30 days of work.
3. **Submit the form to PERA.** Return the form even if no coverage is selected and retain a copy for your records.
  - » Use the secure document upload feature in ERIS, or
  - » Fax or mail the completed form to PERA.

**Notice:** Do not withhold contributions until the official has made a written selection to participate. Submitted contributions are refunded if an election form was:

- » Not signed within 30 days of their first day of work in a DCP-eligible position with the governmental subdivision and/or,
- » Not received by PERA within 60 days of their first day of work in the position.

## INDIVIDUAL INSTRUCTIONS

You must sign this form within the first 30 days of your work as a public official with this governmental subdivision. If you do not make a membership selection, you will have no PERA coverage.

1. **Complete part B in blue or black ink.** Incomplete forms will result in a delay or cancellation of your request.
2. **Return the form to your employer.** PERA must receive your completed form within your first 60 days of work in this position.

## PUBLIC OFFICIAL POSITIONS

A. Elected non-governing body local public official or appointed to fill the unfinished term of an elected position.  
*Example: county auditor or attorney, city or township clerk, treasurer*

B. Elected governing body local public official or appointed to fill the unfinished term of an elected position.  
*Example: county commissioner, city council member, school board member, township supervisor, soil & water board*

C. Appointed (hired) non-governing body public official whose salary does not exceed \$425 in any month.  
*Example: township and city clerk or treasurer positions that are always appointed; county auditor, treasurer, or recorder*

D. Appointed governing body public official on a board or commission of this governmental subdivision.

E. Elected county sheriff who is currently receiving retirement benefits from the PERA Police & Fire Plan and who was not previously employed by the county.

## PERA MEMBERSHIP OPTIONS

**Defined Contribution Plan (DCP):** Public officials can choose to participate in the DCP. DCP coverage starts the day PERA receives this form or the first day DCP contributions are taken from the public official's salary. With some exceptions, DCP membership may prevent withholding Social Security contributions from public official earnings. Public officials younger than age 65 who enrolled in the DCP can receive a full or partial distribution of their account balance when they terminate all public service.

**Coordinated Plan:** Elected non-governing body local public officials (position A above) who earn more than \$425 in a month can participate in the Coordinated Plan. Coordinated Plan coverage starts the day PERA receives this form or the first day Coordinated Plan contributions are taken from the public official's salary. Social Security taxes are also withheld.

**No PERA Coverage:** Public officials who do not have previous PERA coverage with the governmental subdivision can choose not to participate in PERA. The choice not to participate in optional PERA membership is permanent for all future and current service with this governmental subdivision. Social Security taxes are withheld for all public officials not participating in PERA except elected sheriffs who are retired members of the Police & Fire Plan. If public officials have any prior PERA membership with the governmental subdivision, PERA participation is mandatory for their public official earnings.

Please read the instructions listed on page 1 before completing this form. Public officials must sign the form within the first 30 days of PERA-eligible work with this governmental subdivision and PERA must receive completed forms within their first 60 days of work in this position.

**PART A—FOR COMPLETION BY EMPLOYER**

NAME OF GOVERNMENTAL SUBDIVISION		PERA EMPLOYER NUMBER	
PUBLIC OFFICIAL LAST NAME		PUBLIC OFFICIAL FIRST NAME & MIDDLE INITIAL	
ADDRESS—STREET		CITY	STATE ZIP CODE
SOCIAL SECURITY NUMBER	POSITION TITLE		DATE OF BIRTH—MM/DD/YYYY
FIRST DAY OF WORK—MM/DD/YYYY	PAY CYCLE FOR THIS POSITION <input type="checkbox"/> Biweekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		
PUBLIC OFFICIAL CLASSIFICATION <input type="checkbox"/> Elected <input checked="" type="checkbox"/> Appointed/Hired <input checked="" type="checkbox"/> Appointed to an Elected Position's Vacancy			

Check the box that describes the basis for the public official's eligibility for optional PERA membership with this governmental entity:

- A.** Elected non-governing body local public official or appointed to fill the unfinished term of an elected position.
- B.** Elected governing body local public official or appointed to fill the unfinished term of an elected position.
- C.** Appointed (hired) non-governing body public official whose salary does not exceed \$425 in any month.  
**Notice for appointed (hired) non-governing positions:** If, at any time, the public official's earnings exceed the minimum salary threshold set by Minn. Stat. § 353.01 subd. 2a(a), DCP participation must stop and they must immediately be enrolled into PERA's Coordinated Plan until termination of employment. At that time, Social Security taxes will be withheld from their earnings in addition to the deductions taken for coverage of the Coordinated retirement plan.
- D.** Appointed governing body public official on a board or commission of this governmental subdivision.
- E.** Elected county sheriff who is currently receiving retirement benefits from the PERA Police & Fire Plan and who was not previously employed by the county.

SIGNATURE OF EMPLOYER REPRESENTATIVE	POSITION	DATE	DAYTIME TELEPHONE NUMBER
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**PART B—FOR COMPLETION BY PUBLIC OFFICIAL**

I make the following permanent choice with respect to membership with PERA:

- Defined Contribution Plan (DCP)\***
- Coordinated Plan** (Available only to position A, when monthly earnings exceed \$425)\*
- No PERA Coverage**

\*PERA membership may, depending upon income, lower or eliminate the tax deductibility of contributions to an IRA.

INITIALS	I certify that I do not have prior service eligible for optional PERA membership with this governmental subdivision. I understand my selection is permanent for current and successive terms in office within this entity.	
SIGNATURE OF PUBLIC OFFICIAL	DATE	

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## REQUEST FOR COUNCIL ACTION

Meeting Date	December 22, 2025
Agenda Item	Consent G15
Attachment	Pay Voucher #2
Submitted By	Kelly Nelson, Director of Administrative Services/Deputy Clerk

<b>Item</b>	Request Approval of Pay Voucher #2 to New Look Contracting, Inc. for the Community Park Improvement Project.
<b>Description</b>	<p>Pay Voucher #2 is attached for the work on the Community Park Improvement Project. The City paid Voucher #1 in the amount of \$257,595.59 for work certified through October 1, 2025, with a 5% retainage applied. Pay Voucher #2 is requesting payment of \$239,531.11, with 5% retainage applied, for work certified through December 12, 2025.</p> <p>The project engineer and contractor have reviewed and approved the estimate, and it is submitted for Council approval. With this pay estimate, the total amount paid to date on this project is \$497,126.70 or 59.68% of the original contract price of \$855,830.</p>
<b>Budget Impact</b>	Funds are budgeted in the Capital Fund 419 line.
<b>Attachment(s)</b>	Pay Voucher #2
<b>Action(s) Requested</b>	Motion to approve Pay Voucher #2 to New Look Contracting, Inc. for the Community Park Improvement Project.

Falcon Heights Community Park  
Improvements

Pay Voucher 2



**Client:** City of Falcon Heights  
2077 Larperenteur Ave W  
Falcon Heights, MN 55113-5551

**Contractor:** New Look Contracting, Inc.  
14045 Northdale Blvd.  
Rogers, MN 55374

**WSB Project No.:** 023655-000

**Client Project No.:** FH-01

**State Project No.:**

**Federal Project No.:**

<b>Contract Amount</b>		<b>Funds Encumbered</b>		
Original Contract		\$855,830.00	Original	\$855,830.00
Contract Changes		\$20,952.51	Additional	N/A
Revised Contract		\$876,782.51	Total	\$855,830.00

**Work Certified To Date**

Base Bid Items	\$502,338.75
Contract Changes	\$20,952.51
Material On Hand	\$0.00
Total	\$523,291.26

<b>Work Certified This Voucher</b>	<b>Work Certified To Date</b>	<b>Less Amount Retained</b>	<b>Less Previous Payments</b>	<b>Amount Paid This Voucher</b>	<b>Total Amount Paid To Date</b>
\$252,138.01	\$523,291.26	\$26,164.56	\$257,595.59	\$239,531.11	\$497,126.70
Percent Retained: 5%					Percent Complete: 59.68%

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By New Look Contracting, Inc.

  
Signature

12-15-2025

Date

Approved By WSB

  
Signature

December 12, 2025

Date

Approved By City of Falcon Heights

Signature

12-15-2025

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	10/01/25	\$271,153.25	\$13,557.66	\$257,595.59
2	12/12/25	\$252,138.01	\$12,606.90	\$239,531.11

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local	\$523,291.26	\$26,164.56	\$257,595.59	\$239,531.11	\$497,126.70

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$239,531.11	\$876,782.51	\$855,830.00	\$497,126.70

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$70,000.00	1	0.25	\$17,500.00	0.75	\$52,500.00
2	2101.501	CLEARING AND GRUBBING	LS	\$8,300.00	1	0	\$0.00	1	\$8,300.00
3	2103.501	BUILDING REMOVAL	LS	\$33,000.00	1	0	\$0.00	1	\$33,000.00
4	2104.501	REMOVE PLAY CONTAINER, EQUIPMENT AND SURFACING	LS	\$4,500.00	1	0	\$0.00	0	\$0.00
5	2104.501	SALVAGE FITNESS EQUIPMENT	EA	\$1,500.00	1	0	\$0.00	1	\$1,500.00
6	2104.502	REMOVE MANHOLE	EA	\$2,000.00	1	0	\$0.00	1	\$2,000.00
7	2104.502	REMOVE DRAINAGE STRUCTURE	EA	\$1,000.00	1	0	\$0.00	1	\$1,000.00
8	2104.502	REMOVE SIGN TYPE SPECIAL	EA	\$105.00	4	0	\$0.00	0	\$0.00
9	2104.502	SALVAGE & RELOCATE FITNESS COURSE SIGN	EA	\$420.00	1	0	\$0.00	0.5	\$210.00
10	2104.502	SALVAGE & RELOCATE PARK ENTRANCE SIGN	EA	\$850.00	1	0	\$0.00	0.5	\$425.00
11	2104.502	SALVAGE & RELOCATE PARK MONUMENT SIGN	EA	\$850.00	1	0	\$0.00	0.5	\$425.00
12	2104.503	REMOVE CURB & GUTTER	LF	\$8.00	105	0	\$0.00	96	\$768.00
13	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	\$23.00	48	0	\$0.00	48	\$1,104.00
14	2104.603	ABANDON SANITARY SEWER	LF	\$13.00	280	280	\$3,640.00	280	\$3,640.00
15	2104.603	ABANDON PIPE (WATER)	LF	\$16.00	85	0	\$0.00	85	\$1,360.00
16	2104.504	REMOVE CONCRETE PAVEMENT	SY	\$9.00	320	0	\$0.00	60.5	\$544.50
17	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$3.75	2845	0	\$0.00	461	\$1,728.75

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
18	2104.504	REMOVE AGGREGATE PAVEMENT	SY	\$0.50	515	0	\$0.00	0	\$0.00
19	2106.601	SITE GRADING	LS	\$50,000.00	1	0	\$0.00	0.25	\$12,500.00
20	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	\$2.50	465	533	\$1,332.50	533	\$1,332.50
21	2118.518	AGGREGATE SURFACED TRAIL (P)	SF	\$0.65	6235	0	\$0.00	0	\$0.00
22	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$1.00	10	2	\$2.00	4	\$4.00
23	2360.504	BITUMINOUS DRIVES (ON EXISTING SUBBASE) 3.5" THICK	SY	\$25.75	2020	0	\$0.00	0	\$0.00
24	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 3.5" THICK	SY	\$34.50	225	0	\$0.00	0	\$0.00
25	2360.504	BITUMINOUS ROADWAY (WITH AGGREGATE BASE) 7" THICK	SY	\$65.00	245	0	\$0.00	215	\$13,975.00
26	2360.504	BITUMINOUS TRAILS (WITH AGGREGATE BASE) 3" THICK	SY	\$31.50	260	0	\$0.00	82	\$2,583.00
27	2451.507	COARSE FILTER AGGREGATE (CV)	CY	\$130.00	12	12	\$1,560.00	12	\$1,560.00
28	2451.607	FILTER MEDIA SPECIAL	CY	\$50.50	155	155	\$7,827.50	155	\$7,827.50
29	2501.502	12" RC PIPE APRON	EA	\$1,775.00	2	0	\$0.00	2	\$3,550.00
30	2501.502	TRASH GUARD FOR 12" PIPE APRON	EA	\$825.00	2	0	\$0.00	2	\$1,650.00
31	2502.503	6" PERF PE PIPE DRAIN	LF	\$22.50	150	148	\$3,330.00	148	\$3,330.00
32	2502.503	6" SOLID PE PIPE DRAIN	LF	\$44.00	55	0	\$0.00	73	\$3,212.00
33	2502.602	YARD DRAIN	EA	\$3,135.00	2	0	\$0.00	2	\$6,270.00
34	2502.602	6" PVC PIPE DRAIN CLEANOUT	EA	\$980.00	4	4	\$3,920.00	4	\$3,920.00
35	2503.503	12" RC PIPE SEWER DES 3006 CL V	LF	\$88.00	95	0	\$0.00	95	\$8,360.00
36	2503.503	12" HDPE PIPE SEWER	LF	\$51.00	183	0	\$0.00	180	\$9,180.00
37	2503.602	CONNECT TO EXISTING STORM SEWER	EA	\$1,000.00	2	0	\$0.00	3	\$3,000.00
38	2503.602	CONNECT TO EXISTING WATERMAIN	EA	\$1,350.00	1	0	\$0.00	1	\$1,350.00
39	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	\$6,000.00	1	0	\$0.00	1	\$6,000.00
40	2503.602	SANITARY PIPE CLEANOUT	EA	\$1,050.00	2	0	\$0.00	3	\$3,150.00
41	2503.603	4" PVC SANITARY SERVICE PIPE	LF	\$48.00	245	0	\$0.00	263	\$12,624.00
42	2504.602	4" GATE VALVE & BOX	EA	\$2,950.00	1	0	\$0.00	1	\$2,950.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
43	2504.602	BLOWOFF VALVE	EA	\$2,750.00	2	1	\$2,750.00	2	\$5,500.00
44	2504.602	YARD HYDRANT	EA	\$1,700.00	1	0	\$0.00	1	\$1,700.00
45	2504.603	1" TYPE PE PIPE	L F	\$38.00	95	0	\$0.00	100	\$3,800.00
46	2504.603	2" TYPE PE PIPE	L F	\$45.00	55	0	\$0.00	55	\$2,475.00
47	2504.603	4" WATERMAIN DUCTILE IRON CL 52	L F	\$92.00	94	0	\$0.00	132	\$12,144.00
48	2504.608	DUCTILE IRON FITTINGS	LB	\$20.00	125	0	\$0.00	125	\$2,500.00
49	2506.502	CASTING ASSEMBLY	EA	\$975.00	2	1	\$975.00	2	\$1,950.00
50	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$1,470.00	5	0	\$0.00	5	\$7,350.00
51	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$2,540.00	4	0	\$0.00	5	\$12,700.00
52	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EA	\$10,000.00	1	0	\$0.00	1	\$10,000.00
53	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EA	\$11,000.00	1	0	\$0.00	1	\$11,000.00
54	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$2.50	40	0	\$0.00	0	\$0.00
55	2511.507	GRANULAR FILTER	C Y	\$2.50	0.6	0	\$0.00	0	\$0.00
56	2511.507	RANDOM RIPRAP CLASS III	C Y	\$165.00	9	10.9	\$1,798.50	10.9	\$1,798.50
57	2521.518	4" CONCRETE PAVEMENT	SF	\$9.00	7125	0	\$0.00	0	\$0.00
58	2521.518	6" CONCRETE PAVEMENT	SF	\$14.00	56	0	\$0.00	60.5	\$847.00
59	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	\$38.50	160	0	\$0.00	96	\$3,696.00
60	2540.501	PRE-FABRICATED RESTROOM AND SHELTER BUILDING	LS	\$249,500.00	1	0.65	\$162,175.00	0.65	\$162,175.00
61	2545.501	SITE ELECTRICAL	L S	\$44,250.00	1	0.5	\$22,125.00	0.75	\$33,187.50
62	2563.601	TRAFFIC CONTROL	LS	\$2,750.00	1	0	\$0.00	0.8	\$2,200.00
63	2564.602	SIGN PANELS TYPE SPECIAL	EA	\$500.00	5	0	\$0.00	0	\$0.00
64	2571.502	DECIDUOUS TREE - 2.5" CAL B&B	EA	\$915.00	21	0	\$0.00	0	\$0.00
65	2571.502	DECIDUOUS TREE - 1.5" CAL B&B	EA	\$875.00	3	0	\$0.00	0	\$0.00
66	2571.502	PERENNIALS - NO 1 CONT	EA	\$52.00	79	0	\$0.00	0	\$0.00
67	2573.502	STABILIZED CONSTRUCTION EXIT	EA	\$2,500.00	1	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
68	2573.502	STORM DRAIN INLET PROTECTION	EA	\$150.00	4	0	\$0.00	4	\$600.00
69	2573.503	SILT FENCE, TYPE MS	LF	\$4.00	300	0	\$0.00	259	\$1,036.00
70	2557.503	TREE PROTECTION FENCE	LF	\$3.00	1100	0	\$0.00	858	\$2,574.00
71	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	\$5.00	550	0	\$0.00	707	\$3,535.00
72	2574.504	EROSION CONTROL BLANKET CATEGORY 20	SY	\$2.75	470	0	\$0.00	0	\$0.00
73	2574.505	SEEDING – TYPE I SEED MIX	AC	\$2,700.00	1.3	0	\$0.00	0	\$0.00
74	2574.505	SEEDING – TYPE II SEED MIX	AC	\$4,850.00	0.1	0	\$0.00	0	\$0.00
75	2574.523	RAPID STABILIZATION METHOD 3	MGAL	\$750.00	6	3	\$2,250.00	3	\$2,250.00
76	2575.607	MULCH MATERIAL TYPE SPECIAL	C Y	\$125.00	18	0	\$0.00	0	\$0.00
77	2582.601	PAVEMENT MARKINGS	LS	\$1,950.00	1	0	\$0.00	0.25	\$487.50
78	2531.503	CONCRETE CURB & GUTTER DESIGN D212	LF	\$32.50	365	0	\$0.00	0	\$0.00
Bid Totals:							\$231,185.50		\$502,338.75

Project Category Totals			
Category		Amount This Voucher	Amount To Date
ALTERNATE 1		\$0.00	\$0.00
BASE BID		\$231,185.50	\$502,338.75

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	87	2104.603	SAWCUT & CLASS 5 FOR UTILITY CROSSING AT PARKING LOT	LS	\$2,377.76	1	1	\$2,377.76	1	\$2,377.76
CO	1	88	2503.603	MODIFY NW STORM INTAKE STRUCTURE	LS	\$2,955.00	1	1	\$2,955.00	1	\$2,955.00
CO	1	89	2360.504	ADDITIONAL THICKNESS OF ASPHALT AT STREET/TRAIL	LS	\$9,724.19	1	1	\$9,724.19	1	\$9,724.19
CO	1	90	2503.602	REMOVE/REPLACE STORM PIPE PER DoLI COMMENTS	LS	\$4,542.56	1	1	\$4,542.56	1	\$4,542.56
CO	1	91	2531.503	MODIFICATION OF CURB FROM B612 TO B624	LS	\$1,353.00	1	1	\$1,353.00	1	\$1,353.00
Contract Change Totals:								\$20,952.51			\$20,952.51

Contract Change Totals					
No.	Contract Change	Description	Amount This Voucher	Amount To Date	
1	CO	<p>The following bulleted list provides a summary of Change Order #1:</p> <ul style="list-style-type: none"> <li>• Completion Date has been revised to June 1, 2026.</li> <li>• Item 1 relates to sawcutting and gravel patching of the parking lot for the new sanitary and storm sewer crossings.</li> <li>• Item 2 relates to modifications of the NW storm structure in Roselawn to fit new storm pipe and avoid the current gas main (not located as part of the utility locate).</li> <li>• Item 3 relates to additional depth of asphalt pavement within Roselawn for both the street patching and trail patching.</li> <li>• Item 4 relates to the replacement of storm pipe to comply with DoLI requirements.</li> <li>• Item 5 relates to material revision of B612 curb and gutter to B624 to match existing conditions in Roselawn as part of the utility improvements.</li> </ul>	\$20,952.51	\$20,952.51	

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

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## REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	12-22-2025
Agenda Item	Consent G16
Attachment	Quotes
Submitted By	Colin Callahan Public Works Director

<b>Item</b>	Approval of Public Works' purchase of a Ford Lightning F-150 truck from TRANSWEST of Minneapolis
<b>Description</b>	<p>The City of Falcon Heights is committed to enhancing operational efficiency and meeting its Climate Action Plan goals by transitioning a portion of its fleet to electric vehicles (EVs). The current vehicle designated for replacement in the 2026 budget is a 2011 Ford F-250, which has reached the end of its useful life. Purchasing a Ford Lightning will support the City's sustainability objectives and ensure essential departmental operations continue with modern, reliable equipment.</p> <p>With built-in electrical outlets in the truck bed, the Ford Lightning will become a useful utility vehicle that will allow mobile electric tool charging and the ability to use welders in the field without a generator.</p> <p>The Ford Lightning will then be outfitted with safety lighting and a Tommy Gate from Crysteel Truck and Equipment.</p> <p>Staff originally forecasted that the F-150 Lightning would be fitted with a plow, but after working with the dealer, it was determined that it cannot fit a plow as a limitation of current EV pickup trucks on the market. Instead, the F-450 will be outfitted with a plow to allow it to become the alleyway plowing vehicle if Council elects to include alleyway plowing in our snow and ice control plan. The vehicle widths and costs are similar enough that it would not have an operational impact on the ability to plow alleys or other small area plowing uses.</p>

<b>Budget Impact</b>	Not to exceed \$65,000
<b>Attachment(s)</b>	Quotes
<b>Action(s) Requested</b>	Staff requests Falcon Heights City Council to approve funding for the purchase of a 2026 Ford Lightning.



1130 73rd Avenue NE  
Fridley, MN 55432  
(763) 571-1902  
1-800-795-1902  
Fax # (763) 571-5091

Highway 60 East  
Lake Crystal, MN 56055  
(507) 726-6041  
1-800-722-0588  
Fax # (507) 726-2984

[www.crysteeltruck.com](http://www.crysteeltruck.com)

AN EQUAL OPPORTUNITY EMPLOYER

Date: 12/16/2025  
Company: City of Falcon Heights  
Contact: Colin Callahan  
Phone# 651-468-7106  
Email: [colin.callahan@falconheights.org](mailto:colin.callahan@falconheights.org)

Reference: Truck Accessories Package  
Address: 2077 Larpenteur Avenue West  
City: St. Paul  
State: MN

Dealer		Chassis Estimated Delivery
Truck Make	Ford	CA or CT
Model Year	2026	Transmission
Truck Model	Lightning	Cab Color

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

RELEASE NO: T-763(5) and T-765(5)

1-UNIT

STATE COOPERATIVE PRICING

QTY		Price Each	Extended
<b>5.0 Liftgates</b>			
1	5.19 G2-60-1342 EA38	\$3,660.00	\$3,660.00
1	5.19 Install of G2-60-1342 EA38	\$900.00	\$900.00
1	5.160. Rear Camera & Sensor Bar	\$110.00	\$110.00
1	5.160. Install of Rear Camera & Sensor Bar	\$312.50	\$312.50
1	5.169 Winter Grade Hydraulic Fluid	\$50.00	\$50.00
<b>6.0 Hitches</b>			
Factory Hitch will be removed, no aftermarket hitch available for Ford Lightning			
<b>7.0 Accessories</b>			
1	7.8 Backrack 15004, Frame Only, HW Kit Required - 30103, 30119, 30112,	\$205.00	\$205.00
1	7.8 Install of Backrack 15004, Frame Only, HW Kit Required - 30103, 30119,	\$270.00	\$270.00
1	7.40. Standard No Drill 30123, 2015-TD Ford F-150 Aluminum New Body	\$120.00	\$120.00
1	7.103 Arrow Stick Bracket 91004, Arrow Stick Brkts, 1pr.	\$49.00	\$49.00
1	7.103 Install of Arrow Stick Bracket 91004, Arrow Stick Brkts, 1pr.	\$67.50	\$67.50
1	7.109 Light Bracket 91002REC, 16" x 7" Base, Center Mount	\$49.00	\$49.00
1	7.109 Install of Light Bracket 91002REC, 16" x 7" Base, Center Mount	\$67.50	\$67.50
1	7.10 R2LPHP* Six LIN6™ Super-LED® Modules, Permanent Mount, Amber	\$690.00	\$690.00
1	7.10 Price to Install Whelen Strobe	\$270.00	\$270.00
1	7.20. TAM83** Eight Lamp Traffic Advisor Amber	\$880.00	\$880.00
1	7.20. Install of TAM83** Eight Lamp Traffic Advisor Amber	\$270.00	\$270.00

Total Package Price \$7,970.50

**OPTIONS -- The below options are NOT included in the above package pricing**

7.0 Accessory OPTIONS			
1	7.21 Extended Harness for TAM83AA	\$120.00	\$120.00

**\*Will only need if you want control mounted on top of dash\***

**\*\*\*PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES\*\*\***

**Cost Per Loaded Mile for Delivery: \$4.00**

**Starting Point: Lake Crystal, MN**

\*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

\*\*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

\*\*\*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	<b>Crysteel Truck Equipment-Fridley</b>
Contact Person:	<b>Josh Taylor</b>
Street Address:	<b>1130 73rd Ave NE</b>
City, State, Zip:	<b>Fridley, MN 55432</b>
Phone #:	<b>(763) 235-5487</b>
Toll Free #:	<b>(800) 795-1280</b>
Fax #:	<b>(763) 571-5091</b>
Email Address:	<b>jtaylor@crysteelttruck.com</b>



TRANSWEST FORD OF MINNEAPOLIS  
Fleet & Government Sales

2425 Broadway Street NE, Minneapolis, MN 55413

**Quote**

**Name:** Falcon Heights  
**Address:**  
    **City:** \_\_\_\_\_ **State** MN **ZIP** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Date:** December 17, 2025  
**Expected Delivery:** 18-24 Weeks  
**Order Cut-Off Date:** TBD  
**Rep:** MS

**FIN Code:** QS031 **State Contract #:** Contract No 258168  
\*\* FIN Code is required to participate in State Contract \*\*  
**State ID No:** BFT23

Order Code	Description	Item Price	Quantity	Price
W1B	2026 Ford F-150 Lightning 4X4 SRW 145" WB	\$47,622.00	1	\$47,622.00
Key Fobs	2 Key Fobs (standard)	INC	1	\$0.00
Ext. Color:	Oxford White (YZ)	STD	1	\$0.00
Interior:	Medium Dark Slate; Vinyl Bucket Seats (VS)	STD	1	\$0.00
Equip. Group:	110A	STD	1	\$0.00
Trim:	Pro	STD	1	\$0.00
Engine:	123kWh Standard Battery	STD	1	\$0.00
Transmission:	Single Speed Transmission (44L)	STD	1	\$0.00
Axle:	Electric Regular Axle	STD	1	\$0.00
GVWR:	8,350# GVWR	STD	1	\$0.00
Tires:	275/65R18 BSW All-Terrain Tire	STD	1	\$0.00

**ADDITIONAL OPTIONS**

Order Code	Description	Item Price	Quantity	Price
66S	Ford Pro SSV Package	\$139.00	1	\$139.00
Doc Fee		\$350.00	1	\$350.00
Plate Fee	Plate Fee	\$20.00	1	\$20.00
Transfer Fee	Transfer Fee	\$85.00	1	\$85.00
Taxes 6.875%			1	\$3,283.57
			1	\$0.00
	1 Additional Key Fob	\$395.00	0	\$0.00
	MN Transit Tax	\$20.00	1	\$20.00

**Quantity:** 1 **Per Unit:** \$51,519.57 **TOTAL:** **\$51,519.57**

<b>Signature:</b> _____	<b>Date:</b> _____	<b>Purchase Order #:</b> _____
<b>* Signature and Purchase Order required *</b>		

<b>Delivery Address:</b> _____	134
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## REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	December 22, 2025
Agenda Item	Policy H1
Attachment	Personnel Policy Amendment and Notices
Submitted By	Jack Linehan, City Administrator

Item	Approval of Modification of Administrative Manual Section IV - Personnel
Description	<p>The City needs to formally adopt both Minnesota Paid Leave (MNPL), which starts January 1, 2026, and reference the pay plan adopted 12/10/2025 as the basis for compensation. Additionally, an issue has arisen that needs additional clarification in a time-sensitive manner relating to how hours worked count towards overtime multipliers.</p> <p><b><u>Holiday Hours &amp; OT</u></b></p> <p>The City has policies that spell out how overtime, or comp-time, is calculated and paid. The City's policy refers to overtime being eligible "in excess of 40 hours", but is silent on how to get to 40 hours. As such, the City defaults to the Minnesota Department of Labor &amp; Industry's standard for Minnesota employers. State law states, "<i>Holiday hours, vacation time or sick leave are not counted in figuring overtime hours.</i>" Cities can, however, offer overtime considerations for non-exempt employees that go above and beyond the State law requirements.</p> <p>Recently, two snow events occurred during holiday weeks, but not during the holiday hours. As the City designates Thanksgiving and the day after as holidays, all employees receive 24 hours regular pay, and 16 hours holiday pay for a regular 40-hour paycheck. Public Works worked additional hours outside of regular hours to ensure a thorough community plowing. However, since holiday time was provided, the hours worked over the weekend and overnights were correctly paid as straight time (1.0x multiplier) rather than the usual time and a half (1.5x) awarded for hours outside of regular work hours. Any hours worked on the actual holidays would have received holiday pay and time and a half pay for the equivalent of 2.5x pay.</p> <p>In meeting with Public Works, there is significant concern amongst employees about needing to be available and ready to respond to snow events during a holiday week. Their concern is that coming in on a weekend or working</p>

	<p>unexpectedly overnight requires the same sacrifice on a week where a holiday occurs as a regular week. The proposed change in the personnel policy would require it be only for unexpected events that are authorized by supervisors and would not include events where schedules can reasonably be flexed (i.e. a commission meeting during a holiday week – employees can reasonably plan to modify their work schedule that week).</p> <p>Other cities in our region offer this language as part of collective bargaining agreements for represented employees. As our work group is not represented, this would represent a good faith effort to compensate for special callouts. This is the first year in the past four years with snowfall during a holiday week, so it's usually infrequent and would have a relatively minimal budget impact of a few hundred dollars extra in costs per large-scale snow response that occurs during a holiday week.</p> <p><b>Minnesota Paid Leave</b></p> <p>Effective January 1, 2026, Minnesota's Paid Family Medical Leave (PFML) program will begin to support our employees. This program provides up to 20 weeks paid leave per year, beginning January 1, 2026. Workers can take up to 12 weeks for family leave and may take up to 12 weeks for medical leave, not to exceed 20 weeks of paid leave per year. Effective January 1, 2026, the City of Falcon Heights will pay 50% of the premium cost with the other 50% of the premium cost to be deducted from employees during payroll.</p> <p>The city notified employees about PMFL prior to December 1, 2025 with both a posted notice and an employee notification that needs a signature acknowledgement.</p> <p><b>Compensation</b></p> <p>The City added a section clarifying how pay is determined, and that pay will be based on the approved classification and compensation plan as adopted by the City Council.</p>
<b>Budget Impact</b>	<p>Holiday/OT: It is anticipated to result in a cost that can reasonably be absorbed by the existing budget lines for compensation / contingency.</p> <p>MNPL: A premium of 0.88% of employee's salary will be submitted quarterly for the Minnesota Paid Family Medical Leave program, with the city covering 0.44% and the employee covering 0.44%. This expense will be added to the 2026 budget.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• City of Falcon Heights Personnel Policy Draft</li> <li>• MN Paid Leave Posted Notice</li> <li>• MN Paid Leave Employee Notification</li> </ul>

<b>Action(s) Requested</b>	Staff recommends approving the Personnel Policy amendment to include compensation language, a clarification on overtime calculations, and a Minnesota Paid Leave program.
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# **CITY OF FALCON HEIGHTS**



## **PERSONNEL POLICY**

**Amended December 22, 2025**

## INTRODUCTION

This handbook contains personnel policies and procedures approved by the Falcon Heights City Council regarding Falcon Heights employee relations. These policies and procedures are guidelines only and are not to be construed as contractual terms of employment. Any aspect of these policies and procedures may be changed at any time at the sole discretion of the City Council without prior notice.

Employees covered by an employment contract for any of the provisions in the handbook will be governed by the employment contract with regard to those provisions.

It is the responsibility of each employee to know all of the policies, procedures, and regulations contained in this manual. Violation of the personnel policies may be grounds for disciplinary action up to and including discharge.

Each employee, upon being issued a copy of the personnel policies, will sign a dated form indicating the policy has been received. The employee is required to read the personnel policies within 30 days.

Besides these personnel policies, employees are expected to read and be familiar with the special orders and other publications specific to the employee's job performance or job safety. Employees are expected to develop the same familiarity with these publications as with the personnel policies.

Except as otherwise prohibited by law, the city of Falcon Heights has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

## **DEFINITIONS**

The following words used in this handbook are defined to mean:

**Full-Time Employee:** an employee who works at least forty hours per week throughout the year.

**Part-Time Employee:** an employee who works under forty hours per week throughout the year.

**Temporary, Seasonal or As-Needed Employee:** an employee retained to fill a position, full or part-time, which is of a temporary or seasonal or as-needed nature.

**Independent Contractors/Consultants:** persons or firms contracted by the City who determine their own hours of operation and/or use of their own resources in the performance of their duties and are not employed by the City.

**Overtime:** time worked by non-exempt employees in excess of forty hours per week.

**Good Standing:** not under suspension or given notice of discharge by the City Council.

**Termination:** a complete separation of an employee from employment as a result of discharge, resignation, retirement or death.

**Exempt Employee:** employees not covered under the overtime and minimum wage provisions of the Fair Labor Standards Act.

**Work Week:** for purposes of calculating overtime compensation, the work week shall begin at 12:00 a.m. on Monday and conclude at 11:59 p.m. on Sunday.

## TABLE OF CONTENTS

	<u>Page</u>
<b>I. EMPLOYEE RELATIONS</b>	
- Employer Authority	1
- Non-Discrimination	1
- Discrimination Recourse	2
- Respectful Workplace Policy	3
- Safety Program	7
- Appointments and Veterans' Preference	9
- Probationary Period	9
- Drug, Alcohol, and Cannabis Testing and Drug-Free Workplace Act Policy for Non-Commercial Drivers (Non-DOT)	10
- Service Time	<del>19</del> <ins>18</ins>
- Temporary, Casual and Part-Time Employment	<del>19</del>
- Employment of Spouses and Relatives	<del>20</del> <ins>19</ins>
- Outside Employment	<del>20</del>
- Promotions/Transfers/Demotions	<del>24</del> <ins>20</ins>
- Resignation	<del>22</del> <ins>21</ins>
- Layoffs	22
- Disciplinary Action	22
- Performance Appraisals	24
<b>II. GENERAL POLICIES</b>	
- Political Activity	24
- Travel	<del>25</del> <ins>24</ins>
- Use of Vehicles	<del>26</del> <ins>25</ins>
- Use of Telephone	<del>27</del> <ins>26</ins>
- Email	27
- Internet	28
- News Release	31
- Personal Records of Employees	31
- Prohibition Against Requesting or Accepting Gifts	32
<b>III. WORK SCHEDULING/TIME RECORDS</b>	
- Hours of Work	<del>33</del> <ins>32</ins>
- Work Time Requirement and Reporting	<del>34</del> <ins>33</ins>
- Pay Period	<del>34</del> <ins>33</ins>
- <u>Overtime Payment</u>	34
- Compensatory Time	35

<b>IV. EMPLOYMENT BENEFITS</b>	
- Employment Benefits	35
<b><u>Compensation</u></b>	<b><u>36</u></b>
- Tuition Reimbursement Program	36
- Employee Insurance	36
- Changes in Coverage	38
- Worker's Compensation	38
- Request for Leave	39
- Bereavement Leave	40
- General Leave	40
- Holidays	41
- Injury on Duty Leave	42
- Court Duty	43
- Military Leave	44
- Earned Sick and Safe Leave	45
- Pregnancy and Parenting	49
- Donated Medical Leave	49
- Family and Medical Leave	50
- <b><u>Minnesota Paid Leave (MNPL)</u></b>	<b><u>53</u></b>
- Reasonable Work Time for Nursing Mothers	5356
- Bone Marrow or Organ Donation Leave	5357
- School Conference and Activities Leave	5457
- Vacation Leave	5458
- Voting Leave	5659
- Continuation of Group Hospital, Medical, and Dental Insurance	5760
- Parental Leave	5761
- Light Duty/Modified Duty Assignment	5861
- Reasonable Accommodations to an Employees for Health Conditions Relating to Pregnancy	5962
- Health Care Savings Plan	5963

#### **APPENDIX**

- Personnel Policy Acknowledgement Form	A-1
- Request for Leave	A-2
- Request for Family Medical Leave	A-3
- Certification of Receipt of Drug, Alcohol and Cannabis Testing Policy	A-4

## **EMPLOYER AUTHORITY**

### **POLICY**

The City Council retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the use of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to perform any inherent managerial function and to amend this handbook at any time.

## **NON-DISCRIMINATION**

### **POLICY**

1. It is the policy and intent of the City of Falcon Heights (herein after "the City") to provide equality of opportunity in employment to all persons.
2. This policy prohibits discrimination because 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, place of residence, political affiliation, sexual orientation, disability, marital status, status with regard to public assistance, membership or activity in a local commission, sex or age in all aspects of its personnel policies, programs, practices and operations.
3. This policy applies to all phases of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, or transfer; layoff, recall, or termination; rates of pay, or other forms of compensation and selection for training. This policy also applies to the use of all facilities and participation in all City-sponsored employment activities.
4. It is the responsibility of the City Administrator and every supervisor to cooperate in the implementation of this policy.
5. Failure of any employee to perform in a manner consistent with this policy will constitute grounds for reprimand, suspension, demotion, or dismissal from the City's employ.

## DISCRIMINATION RE COURSE

### **POLICY**

1. Equal employment opportunity is the right of a person to work and to advance on the basis of merit, ability, and individual potential.
2. Any employee who feels that he or she is a victim of discrimination or who believes he or she has witnessed discrimination should immediately report such actions in accordance with the following procedure:
  - a. Any employee who has witnessed or believes that he or she is a victim of discrimination should report the act immediately to the City Administrator or any member of the City Council.
  - b. The City will investigate every reported incident immediately. Any employee or supervisor who has been found to have discriminated against another employee may be subject to appropriate disciplinary action, up to and including immediate discharge.
  - c. The City will conduct all investigations in a discreet manner. The City recognizes that every investigation requires a determination based on all the facts in the matter.
  - d. The City will not tolerate retaliation against an employee who files a complaint alleging discrimination. The City will discipline any employee who retaliates against another employee who files a complaint alleging discrimination or who testifies, assists or participates in any manner in any investigation into a complaint alleging discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
3. A charge of discrimination may be filed with the Minnesota Department of Human Rights and the United States Equal Employment Opportunity Commission by a person or group of persons who believe they are victims of unlawful employment discrimination. Charges may also be filed on behalf of a person or group of persons by their representative. Charges may also be filed by the Commissioner of Human Rights or by the EEOC when there is reason to believe that a person is engaging in an unfair discriminatory practice. A charge must be filed with the EEOC within 180 days of the alleged unlawful employment practice and with the Minnesota Department of Human Rights within one year after the occurrence of the practice.

## **RESPECTFUL WORKPLACE POLICY**

(including sexual harassment prevention)

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

### **Abusive Customer Behavior**

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

### **Types of Disrespectful Behavior**

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior includes the use of physical force, harassment, or intimidation.

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's 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, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the

general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

#### **Possession and Use of Dangerous Weapons**

Possession or use of a dangerous weapon (see attached definitions) is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.

- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

#### **Employee Response to Disrespectful Workplace Behavior**

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

**Step 1(a).** If comfortable (but not required) politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

**Step 1(b).** If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

**Step 1(c).** In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.

**Step 2.** If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

#### **Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of illegal harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

**Step 1.** If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the

impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

#### **Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

#### **Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed

anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

#### **Retaliation**

Consistent with the terms of applicable statutes and City personnel policies the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Any employee found to have made a knowingly false allegation under this policy or found to have given knowingly false information during an investigation of such a complaint will also be subject to disciplinary action.

## **SAFETY PROGRAM**

### **POLICY**

1. The City will endeavor through its safety program to maintain a safe and healthy work place. The City will provide safe working equipment. The City will inform employees of proper work habits and procedures which will maximize the potential of an accident-free work environment, and will monitor the existence of proper first aid and emergency equipment and procedures as well as employee knowledge and training in the use of such equipment and procedures. The City will insure the availability and speedy access of City employees to emergency medical services in the event of an accident or medical emergency.
2. The City safety program provides:
  - a. Safety inspections of the work place environment, machines and equipment, procedures and work habits, as well as access to first aid and emergency medical support.
  - b. Incident or complaint review of specific work locations, accidents or injuries, machines, or equipment, recommended work habits or procedures to be carried out in the event of a lost-time accident, a reported or suspected health hazard, an employee complaint, or a supervisor's request.
  - c. Safety and protection procedures that make known to employees the existence of potential health hazards, proper protective procedures, and

safety and health rules and requirements, as well as emergency procedures.

- d. Safety education programs which provide safety information and training to employees through demonstrations, training sessions, and verbal and written communications.
- e. Program enforcement through managers and supervisors who are knowledgeable in safety procedures, who promulgate safe safety attitudes, and who publish and enforce compliance with employee safety and health rules and regulations within the sphere of their work authority.

3. The responsibilities for safety must be shared.
  - a. City Administrator. The City Administrator is provided with the authority to establish, promulgate and enforce City safety and health procedures, rules and regulations.
  - b. Employees. Each employee is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing their work duties. Each employee's safety and health commitment includes, but is not limited to, the following:
    - Using appropriate safety equipment.
    - Wearing required dress/uniform and footwear.
    - Warning co-workers of unsafe conditions or practices that could lead to or cause an accident.
    - Operate equipment only after receiving proper training.
    - Reporting defective or damaged equipment.
    - Reporting dangerous, unsafe or unhealthy conditions that exist in the City work place.
    - Reporting of all injuries and accidents.
    - Taking proper protective measures to minimize unsafe conditions that could present a hazard to the public resulting from City work.
    - Maintaining tools and equipment in a proper manner, to ensure that they are in the best possible condition during usage.

## APPOINTMENTS AND VETERANS' PREFERENCE

### POLICY

1. All appointments to positions of City employment will be based on merit and qualifications of the applicants for the position to be filled. To evaluate the merit and qualifications of the applicants, a criteria will be established for each such position. The criteria established must be capable of being reduced to a 100-point rating system. A 100-point system must be applied to all positions of City employment except for those positions specifically exempted from the Veterans' Preference Act, Minn. Stat. § 43A.11, by Minn. Stat. § 197.46.
2. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.455, a credit of five points will be added to a veteran's rating at the election of the veteran so long as the City position being sought is not exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.
3. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.55, a credit of ten points will be added to a disabled veteran's rating at the election of the disabled veteran so long as the City position being sought is exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.

## PROBATIONARY PERIOD

### POLICY

1. Purpose: The probationary period will be regarded as an integral part of the examination process and will be used for closely observing the employee's work, for securing the most effective adjustment of the employee to this position and for rejecting any employee whose performance does not meet the required standards. Employment remains "AT WILL" both during and following the probationary period.
2. Duration: All appointments will be probationary and subject to a probationary period of up to six (6) months service after appointment. The City can extend the probationary period beyond six (6) months for such period of time as the City at its discretion deems fit and necessary. At any time during the probationary period, any employee may be transferred or dismissed at the City's discretion.
3. Applies to Promotions: All promotions will be subject to a probationary period of up to six (6) months. If the employee who has been promoted is found unsuited

for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.

4. Affects Leave Benefits: During the initial probationary period, but not during a promotional period, an employee will not be entitled to vacation leave during the first six months of employment. Vacation leave accrues from the start of employment.

## **DRUG, ALCOHOL, AND CANNABIS TESTING AND DRUG-FREE WORKPLACE ACT POLICY FOR NON-COMMERCIAL DRIVERS (NON-DOT)**

### **Purpose**

The city of Falcon Heights 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 Falcon Heights 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 Falcon Heights'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 by the United States Department of Transportation ("DOT") for their job will be tested under the city's Policy on Controlled Substance and Alcohol Testing for Commercial Drivers (the "DOT Policy"). All other employees and job applicants offered employment with the city must undergo testing as described by this policy.

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

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

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test 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.

**a. 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 or blood sample and will forward the sample to an approved laboratory for testing.

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

**Right of Refusal:** Employees and job applicants have the right to refuse to submit to an alcohol, 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.

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 sample.

### **Prohibition Against Drugs and Alcohol**

Prohibition. 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 marijuana 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 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.

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 when

reporting for work; while on duty; whole should be 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 his or her supervisor and the City Administrator 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 his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

### **Review and Notification of Test Results**

**Notification of Negative Test Results:** In the case of job applicants and in accordance with Minn. Stat. § 181.953, the City Administrator or designee 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 the City Administrator or designee. In the case of current employees and in accordance with Minn. Stat. § 181.953, the City Administrator or designee 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 the City Administrator or designee.

**Notification of Positive Test Results:** In the event of a confirmed positive blood or urine alcohol drug, or cannabis test result, the city will notify the employee of a positive result within three days of receipt of the result. The City Administrator or designee will send to the employee or job applicant a "Positive Test Results Notification" letter containing further instructions. The employee or job applicant may contact the City Administrator or designee 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 diagnosis 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 Falcon Heights' 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 or the safety of individuals.

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

**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 Falcon Heights.

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

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

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

## **SERVICE TIME**

### **POLICY**

1. Service time is the employee's length of continuous service with the City commencing with the first day of hire. Employees will be on a probationary basis for at least six (6) months from the date of hire. Upon a successful completion of the probationary period, service time will be accumulated from the first day of hire.
2. From time to time, personal circumstances, illness or civic duty may require an employee's absence from work for periods of varying duration. Authorized leaves

of absence for vacation, sick leave, funeral leave, medical leave, maternity absence, leave under the Family and Medical Leave Act, parenting leave, school conference and activities leave, sick child care leave, military leave, injury leave, and jury duty will not interrupt the accumulation of continuous service, provided the employee meets the conditions required by the City of such leaves.

3. Service time will not accumulate during a general leave of longer duration than one week.

## **TEMPORARY, CASUAL, AND PART-TIME EMPLOYMENT**

### **POLICY**

1. Persons whose employment is temporary or seasonal will not be entitled to vacation leave, holiday pay or insurance benefits, except for workers compensation insurance.
2. Temporary employees do not accumulate service time.
3. Employee positions must be established by the budget.
4. Employees who are hired for positions requiring less than full time may be granted certain employee benefits based on actual hours worked, as determined by the City and as may be required by law.
5. An employee on a temporary, casual, or part-time status will be entitled to such public employee benefits as may be provided under the Public Employment Labor Relations Act, Minnesota Statutes Chapter 179A.

## **EMPLOYMENT OF SPOUSES AND RELATIVES**

### **POLICY**

1. An applicant related to any elected or appointed official or employee will not be considered for employment in a work situation where the relative would also be employed if it would result in a conflict of interest. The words "related" or "relative" for the purpose of this policy will mean: mother, father, spouse, domestic partner, son, daughter, brother or sister.
2. Conflict of interest means:
  - a. Where one employee would supervise or have the authority to appoint, remove or discipline a relative.

- b. Where one relative would be responsible for auditing the work of another relative.
- c. Where circumstances exist which would place a relative in a situation of actual or foreseeable conflict between the City's interests and the relative's interest.
- d. Where the employment of a relative of a policy level employee of an organization with whom the City deals would give the appearance of improper influence or favor.
- e. Where confidentiality of the City would be jeopardized.

3. Promotions or transfers of a relative which would result in a conflict of interest will not be acted upon until the conflict is satisfactorily resolved.

## **OUTSIDE EMPLOYMENT**

### **POLICY**

- 1. Full-time employees may not engage in outside employment which might in any way hinder the objectives and performance of their duties or impair their efficiency on the job.
- 2. Outside employment must be requested in writing and approved in advance by the City Administrator.

## **PROMOTIONS/TRANSFERS/DEMOTIONS**

### **POLICY**

- 1. It is the City's policy to fill employment vacancies by promotion or transfer insofar as practical, and in case of equal qualifications to give consideration to length of service.
- 2. All promotions will be subject to a probationary period of six (6) months. If the employee who has been promoted is found unsuited for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.

3. Employees will be entitled to vacation leave during a probationary promotion period if they have fulfilled the requirements for vacation time in their prior position.
4. If an employee is transferred, promoted or demoted, the rate of pay will be determined as follows:
  - a. In the case of a transfer or promotion, if the rate of pay for the former position is less than the minimum rate established for the new position, the rate will be advanced to the minimum of the position to which transferred or promoted.
  - b. In the case of a transfer or demotion, if the rate of pay in the former position is more than the maximum rate established for the new position, the rate of pay may be reduced to the maximum rate or to an intermediate rate of the position to which transferred or demoted. Such determination will be made by the City Administrator.
  - c. In case of a transfer for the good of the City and/or the employee and not in the nature of a promotion or demotion, the rate of pay will remain the same.
5. An applicant for City employment or a City employee seeking promotion must not directly or indirectly render any service or pay any money or other valuable consideration to any person for or in connection with the applicant's or employee's employment test or proposed appointment or promotion.

## **RESIGNATION**

### **POLICY**

1. Any employee wishing to leave City employment in good standing must file with the employee's supervisor, at least 14 days before leaving, a written resignation stating the effective date of the resignation. Failure to comply with this particular procedure may be cause for denying such employee future employment by the City and denying termination leave benefits.
2. Unauthorized absence from work for a period of three (3) working days may be considered by the City as a resignation, without benefits.
3. An employee who has resigned from a position may be considered for re-employment but will have no inherent right to any position.

## LAYOFFS

### **POLICY**

The City may layoff any employee whenever such action is necessary due to shortage of work or funds or when a position has been abolished.

## DISCIPLINARY ACTION

### **POLICY**

1. City employees are subject to disciplinary actions for failing to fulfill their duties and responsibilities, including failure to observe policies and work rules. It is the policy of the City to administer disciplinary penalties without discrimination. A supervisor will investigate any allegation for which disciplinary action might be based before any disciplinary action is taken. Employees serve at the will of the City and notwithstanding anything in this policy, may be dismissed with or without cause.
2. Possible disciplinary actions include the following:
  - a. An employee may be given an oral reprimand by the employee's immediate supervisor. Documentation of the oral reprimand will be placed in the employee's personnel file.
  - b. An employee may be given a written reprimand by the employee's immediate supervisor. A written reprimand will state that the employee is being warned for misconduct. The written reprimand will contain a description of the misconduct, past action taken by the supervisor to correct the problem, a statement urging prompt correction or improvement by the employee, time tables and goals for improvement when appropriate, and an outline of future penalties that may be imposed should the misconduct continue. The employee will be given a copy of the reprimand after the employee signs the original acknowledging its receipt. The signature of the employee on the reprimand will not mean that the employee agrees with the reprimand. The reprimand will be placed in the employee's personnel file.
  - c. An employee may be suspended up to ten (10) days with pay by the employee's immediate supervisor. The immediate supervisor will notify the City Administrator of the suspension with pay. The suspension with pay will continue only upon the approval of the City Council. Upon the City Council's approval of the suspension, the employee will be notified in writing of the reason for the suspension and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken should the misconduct continue.

Suspension with pay will include suspending an employee pending investigation of allegations of misconduct against the employee. All suspensions with pay will be reduced to writing and placed in the employee's personnel file. If the suspension with pay is for investigation of allegations of misconduct and the allegations prove to be false, at the discretion of the City Council the written suspension with pay will be removed from the employee's personnel file and back pay may be issued.

- d. An immediate supervisor may suspend an employee with pay pending a decision by the City Administrator to suspend the employee without pay. Prior to the suspension without pay or as soon thereafter as possible, the employee will be notified in writing of the reason for the suspension without pay and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken against the employee should the misconduct continue.
- e. An employee may also be suspended without pay by the City Council. The suspension without pay will be reduced to writing and placed in the employee's personnel file. If the suspension without pay is for investigation of allegations of misconduct and the allegations prove to be false, the written suspension without pay will be removed from the employee's personnel file and the employee will be entitled to any compensation to which the employee is entitled had the suspension not taken place.
- f. An employee may be involuntarily demoted, required to transfer to a comparable employment position, or have the employee's salary decreased or the employee's salary increase withheld by the City Council. In no event will an employee's salary be decreased below the salary schedule approved for the employee's position by the City. Prior to such action or as soon thereafter as possible, the employee will be notified of the reason for the action. The action taken will be reduced to writing and placed in the employee's personnel file.
- g. Any employee may be dismissed by the City Council.
- h. Veterans' Preference Act Exception: Notwithstanding the possible disciplinary actions listed in this handbook, no City employee who is a veteran as defined by Minn. Stat. § 197.447 may be removed from City employment, except in accordance with and as provided by Minn. Stat. § 197.46.

3. In the case of suspension, or demotion, an employee will be granted a review by the City Council if the employee submits a written request for a review to the City Administrator within five (5) working days of notification of the action taken.

## **PERFORMANCE APPRAISALS**

### **POLICY**

Employees will receive formal performance appraisals generally annually from their designated supervisor. A copy of the performance appraisal will be placed in the employee's personnel file and provided to the employee. Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis.

## **POLITICAL ACTIVITY**

### **POLICY**

1. City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes.
2. Further, any political activity in the workplace must be pre-approved by the city to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.
3. If any employee is elected or appointed to the City Council, the employee must resign or obtain a leave of absence.

## **TRAVEL**

### **POLICY**

#### **APPROVAL AND ADVANCES**

1. All travel and seminar attendance by City employees require prior approval by the City Administrator or the City Administrator's designee. All travel and seminar attendance by the City Administrator must be in accordance with the City's adopted budget.
2. Approval for travel must be obtained prior to seminar registration or other final travel arrangements. Approval must be requested at least 72 hours prior to departure.

## **ALLOWABLE EXPENSES**

4. Accommodations must be selected at reasonable cost, consistent with the facility available and convenient to location of the conference or business meeting attended. An employee may claim only the actual and necessary cost of single occupancy where a double or multiple-occupancy has occurred.
5. Allowable transportation costs will include reimbursement for: mileage accumulated on personal vehicle at prevailing mileage rate; actual round trip coach rate airfare; or actual receipted expenses for City-owned vehicles, as required and as approved.
6. Reimbursement for meals will be made at reasonable cost, as required and as approved. A per diem amount of up to \$40 per day will be reimbursed to employees for actual costs of meals. There is no reimbursement for alcoholic beverages. An explanation must be included for cost of meals exceeding per diem guideline. Other miscellaneous expenses may be authorized, as required and as approved.
7. Reimbursement for long distance telephone calls will be allowed as follows:
  - City business
  - One call to a family member per day of 10 minutes or less

## **EMPLOYEE EXPENSE REPORTS**

8. Within five (5) working days upon return to work, an employee must submit an Employee Expense Report for approval by the employee's supervisor and the City Administrator or the City Administrator's designee. Receipts for expense items must accompany each expense report.

## **USE OF VEHICLES**

### **POLICY**

1. An employee using a City vehicle must have a valid driver's license in the appropriate class. Any violation of this provision shall subject the employee to disciplinary action up to and including termination.
2. Employees using City vehicles must be particularly mindful of all traffic regulations and courtesies of the road. Abuses and violations may subject the employee to disciplinary action, up to and including termination.

3. Unless approved by the City Administrator, the use of City vehicles for personal reasons is prohibited. Violation of this provision may subject the employee to disciplinary action.
4. The mileage rate for reimbursement shall be the rate approved by the City Council and the IRS. Claims shall be submitted on an Employee Expense Report provided by the Finance Director, and shall be itemized, showing the date, destination, purpose of the trip, and mileage, and be signed by the person making the claim. Mileage reimbursement shall be made upon the City Administrator's or immediate supervisor's approval of the claim. Employees using their personal vehicle and claiming mileage reimbursement on City business shall assume liability through the employee's own vehicle insurance carrier for personal injury, property damage, and comprehensive/collision damage to their vehicle. Any traffic violations incurred while on City business are the responsibility of the employee to satisfy. Use of the employee's private vehicle for City business must also meet requirements of the U.S. Internal Revenue Service as to the reporting of claims for mileage paid by the City.
6. An accident while on City business with either a City vehicle or a private vehicle shall be immediately reported verbally to the supervisor and to the City Administrator. This initial report shall be followed up with completion of the required insurance carrier form and pertinent incident reports as soon as possible.

## USE OF TELEPHONE

### **POLICY**

1. The telephone is recognized as a most important means of communication with citizens, the general public, and fellow workers, often the first impression a person has of City government. Employees will answer promptly and identify themselves. They will be courteous, tactful and use good judgment at all times.
2. Adequate coverage of telephones will be a main consideration in scheduling lunch periods, breaks, and time off.
3. The receiving and making of local telephone calls for personal reasons must be kept to a minimum. Abuse of this privilege may subject the employee to disciplinary action.
4. Employees must reimburse the City for long distance charges on personal calls.

## EMAIL

### **POLICY**

1. The City maintains an email system. This system is provided by Metro-Inet to assist in conducting City business.
2. All messages composed, sent, or received on the email system are and remain the property of the City. They are not the private property of any employee.
3. The use of the email system is reserved for conducting City business.
4. The email system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
5. The email system is not to be used to create, send, print or disseminate any offensive or disruptive messages. Among those which are considered offensive, are any messages which are pornographic or which contain sexual implications, racial slurs, gender-specific comments, discriminatory comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. Additionally, offensive or sexually oriented emails are in violation of the City's Offensive Behavior policy.
6. The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information or similar materials without prior authorization.
7. The email system shall not be used for engaging in any activity in violation of local, state, or federal law.
8. The City has and will exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose. The contents of the email properly obtained for legitimate business purposes, may be disclosed within the City without the permission of the employee. An employee should have no expectation of privacy in messages or files they create, send, read or listen to on City computers.
9. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. E-mail messages should be drafted in the same manner and with the same care as any communication in printed form on the City letterhead.

10. Notwithstanding the City's right to retrieve and read any email messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by the Network Administrator.
11. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission.
12. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

## **INTERNET**

### **POLICY**

As an employee of the City of Falcon Heights you are provided with access to the vast information resources of the Internet. The facilities to provide that access represent a considerable commitment of the City resources for telecommunications, networking, software, storage, etc. This Internet usage policy is designed to help you understand our expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies and ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the City and expose the City to significant legal liabilities.

This policy applies to all users of City-owned-and-operated computer systems and networks. Any exceptions to this policy require the expressed written consent of the City.

Any employee who discovers a violation of this policy shall immediately notify the City Administrator.

Any employee who violates this policy or uses the Internet system for improper purposes shall be subject to discipline, up to and including discharge.

1. The use of the City's Internet is intended for City business, including research, communication and professional purposes within the business objectives of the City.
2. The City reserves the right to monitor and review all employee Internet usage.

No employee should have any expectation of privacy as to his or her Internet usage.

3. The confidentiality of any electronic message using the City's Internet system should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.
4. Personal use of Internet service cannot interfere with business operations and should be limited to non-working hours. Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department's ability to effectively serve the public. 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, including, but not limited to, hair texture and hairstyles 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
5. Internet services, or any other network or computer resources, shall not be used for viewing, archiving, storage, distribution, editing or recording of threatening, obscene, harassing or derogatory material or transmittal of material that is confidential to the City.
6. Internet services, or any other network or computer resources, shall not be used for the viewing, archiving, storage, distribution, editing or recording of any kind of sexually explicit image, material or document.
7. Use of the Internet system to receive (download) software programs, utilities or software extensions is prohibited without prior authorization from the Network Administrator. This includes, but is not limited to, screen savers, games and utility programs. It does not include files such as Word documents, Excel documents, Adobe Portable Document Format (pdf) files and the like.
8. Any software or files downloaded via the Internet into the network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
9. No employee may use City facilities knowingly to download or distribute pirated software or data. The use of file swapping software on City computers and City networks is prohibited.

10. No employee may use the City's Internet facilities to deliberately propagate any virus, worm or other illegal program code.
11. No employee may use the City's Internet facilities knowingly to disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
12. The City's Internet facilities and computer resources shall not be knowingly used to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for immediate dismissal, and the City will cooperate with any legitimate law enforcement activity.
13. Users of the City's information systems are prohibited from using password protection to restrict access to files on the City's systems without authorization from the Network Administrator.
14. Each employee using the Internet facilities of the City shall identify himself or herself honestly, accurately and completely (including one's company affiliation and function where requested) when participating in chats or newsgroups or when setting up accounts on outside computer systems.
15. Anything an employee writes in email or on the Internet in the course of working for the City can be taken as representing the City's posture. For this reason, users of the City's Internet system are prohibited from using their City email address or otherwise identifying themselves as employees of the City when participating in non-work related online discussion forums, bulletin board, web sites or chat sessions.
16. Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal private or confidential data. Employees releasing protected information via a newsgroup or chat, whether or not the release is inadvertent, will be subject to discipline.
17. Use of the City's Internet facilities to commit infractions such as misuse of City assets or resources, offensive behavior, illegal activity, unauthorized public speaking and misappropriation or theft of intellectual property are prohibited.
18. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

## NEWS RELEASE

### **POLICY**

1. To the extent possible, any employee who is requested by the news media to provide information regarding City business will refer the request to the City Administrator or the City Administrator's designee.
2. Employees will not issue City news releases without prior approval of the City Administrator or the City Administrator's designee.
3. Except during regular working hours, any individual employee has the right to comment on any public matter in the employee's individual capacity as a private citizen.

## PERSONNEL RECORDS OF EMPLOYEES

### **POLICY**

Personal records are the official personnel records of the City and are, therefore, important to all employees. It is the responsibility of each employee to check annually to ensure that the data listed below is correct and reflects current information about the employee. It is the employee's responsibility to see that the following items are kept current at all times:

- a. Correct home address and telephone number;
- b. Changes in dependents (for withholding tax purposes);
- c. Person to contact in case of emergency;
- d. Beneficiary changes (group life insurance and pension); and
- e. Legal change in name.

## PROHIBITION AGAINST REQUESTING OR ACCEPTING GIFTS

### **POLICY**

1. City employees may not solicit or accept gifts from any person or company that has a direct financial interest in a decision that the City Council is authorized to

make. Gifts may not be accepted from consultants, vendors, job applicants, local businesses, or others that have a financial interest in the decision the City Council may make.

2. The only exceptions to the ban on gifts are:

- services of insignificant monetary value;
- a plaque or similar memento recognizing individual services in a field of specialty or a charitable cause;
- a trinket or memento with a value of \$5 or less;
- informational material of unexceptional value;
- food or beverage given at a reception, meal, or meeting away from the employee's place of work by an organization before whom the employee appears to make a speech or answer questions as part of a program;
- gifts given because of the employee's membership in a group, a majority of whose members are not local officials, and an equivalent gift is given to the other members of the group; or
- gifts given by a person who is a member of the employee's family unless the gift is given on behalf of the City to someone who is not a member of the family.

3. All employees who are "appointed officials" must also comply with Minn. Stat. § 471.895.

## **HOURS OF WORK**

In order to adequately provide City services and to provide the basis for employee compensation, the City must assure the availability of personnel and specify the number of hours and days the City Council expects employees to be at their jobs.

### **POLICY**

1. Forty (40) hours of actual attendance on duty will constitute the regular work week.
2. Except as otherwise provided, the regular work day will begin at 8:00 a.m. and end at 4:30 p.m., with one-half (1/2) hour unpaid period therein constituting a lunch period. Two 15-minute breaks are also awarded per full workday. The regular work week will consist of five (5) consecutive eight (8) hour work days, Monday through Friday, or an equivalent number of hours pursuant to a work schedule arranged with the supervisor and approved by the City Administrator.
3. The City Administrator may establish the scheduled hours of work for employees. Such hours cannot be less than the minimum hours described in this policy, but

may vary for shift requirements and other times deemed necessary to properly provide City services beyond regular business hours.

4. Flex-time schedules may be established only with the approval of the City Administrator. Each employee must adhere to a schedule which has been established by taking into consideration the work load and necessary services provided by the City.
5. All overtime must be approved by the appropriate supervisor.

## **WORK TIME REQUIREMENT AND REPORTING**

### **POLICY**

1. Employees are required to fill out weekly time reports.
2. If an employee is late for work, the employee will report to their supervisor the reason for the late arrival. If possible, the employee will contact the supervisor ahead of time and inform the supervisor that the employee will be late and the time the employee expects to arrive. The supervisor may deduct the lost time from the time report when there is insufficient reason for the late arrival or there is repeated lateness. Repeated late arrivals will result in written reprimand, suspension or termination.
3. Employees are expected to be at their work areas at the start of their work day, and promptly return to their work areas at the conclusion of their lunch break and coffee breaks.

## **PAY PERIOD**

### **POLICY**

1. Payday for all employees will be bi-weekly. Employees will receive pay on a bi-weekly basis.
2. Time cards for the prior week must be completed and submitted to the Administrator or designee by noon on Monday for the preceding workweek.
3. All employees are encouraged to have their paycheck automatically deposited in their checking or savings account on payday. You don't have to change your present banking relationship to take advantage of this service.

## OVERTIME PAYMENT

### **POLICY**

1. Authorized overtime work performed by non-exempt employees will be compensated at one and one-half (1-1/2) times the regular rate of pay.
2. Supervisors are responsible to schedule work so as to minimize overtime payment. When authorized by the appropriate supervisor or designee, overtime payment will be made.
3. ~~Full time and part time non-Non-exempt employees will receive one and one-half (1-1/2) times their normal hourly rate for all overtime in excess of 40 hours worked in any regular work week.~~
4. ~~Vacation, sick leave, bereavement leave or any other type of leave does not count towards the 40 hours worked for overtime calculation purposes. Holiday pay will count towards an employee's hours worked in the event overtime worked during a holiday week is unavoidable and is authorized by the employee's supervisor and/or the City Administrator (i.e snow plowing callout or an emergency response).~~
4. ~~Temporary full time and part time non-exempt employees will receive one and one-half (1 1/2) times their regular hourly rate for all approved overtime in excess of 40 hours in any regular work week.~~
5. Full-time non-exempt employees called out for special duty on a regularly scheduled holiday will be compensated at one and one-half (1-1/2) times their regular hourly rate of pay in addition to their holiday pay.
6. Incidental time will be excluded from overtime consideration. Incidental overtime will mean overtime worked at the beginning or end of any non-exempt employee's shift in an amount not to exceed 15 minutes at either end of the work day.
7. For payroll purposes, overtime will be rounded off to the nearest one-quarter (1/4) of an hour.
8. At the discretion of the supervisor, a non-exempt employee may receive compensatory time off in lieu of overtime at a rate not less than one and one-half (1-1/2) hour for each hour of employment for which overtime compensation is required.

## COMPENSATORY TIME

### POLICY

1. Exempt employees, as designated by the City under the Fair Labor Standards Act, are not eligible for overtime compensation.
2. Employees holding positions not designated by the City as exempt will be considered non-exempt employees who are subject to the provisions of the Fair Labor Standards Act. Such non-exempt employees will be eligible for overtime compensation in accordance with the Act, subject to the following conditions:
  - a. Overtime to be accumulated as compensatory time must be approved in advance by the supervisor.
  - b. Compensatory time off must be claimed on a form provided by the City, and the request must be made to the employee's supervisor.

## EMPLOYMENT BENEFITS

### POLICY

Employee benefits mentioned in this section apply only to those employees hired for full-time positions and specifically exclude, contract, casual, part-time, temporary, or volunteer employees, except when such groups are expressly included by the provisions of this policy. Employees who are hired for positions requiring less than full time may be granted certain employee benefits enumerated in this policy as determined by the City Council and as may be required by law.

### COMPENSATION

#### POLICY

Full-time employees of the City of Falcon Heights shall be compensated in accordance with the classification and compensation plan adopted by the City Council. Employees are eligible for step increases within their assigned pay range upon completion of a satisfactory annual performance review.

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Cost-of-living adjustments (COLA), if any, shall be applied to all full-time and permanent part-time employees as approved by the City Council.

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## TUITION REIMBURSEMENT PROGRAM

### POLICY

1. Eligibility:
  - a) Upon successful completion of the probationary period, a full-time or permanent part-time employee will be eligible to apply for reimbursement for job-related educational course work.
  - b) Participation in this program is voluntary. All course work will be completed outside normal working hours.
2. In order to be eligible for tuition reimbursement, all requests for course work or a degree program must receive approval from the City Administrator or designee prior to taking the course and are subject to budget appropriations.
3. Reimbursement:
  - a) All full-time employees shall be eligible for reimbursement for tuition, required books as listed on the course syllabus and institutional fees associated with post-high school level courses or programs which are work-related or part of a formal degree or certification program at institutions which are certified by the State Education Association.
  - b) The City will reimburse 100% of the expenses associated with course work which is work related and 75% of the expenses associated with the course work which is not work related but is required for the completion of a degree.
  - c) The maximum reimbursement is \$2000 per calendar year for full-time employees, with that amount pro-rated for part-time employees based upon the number of hours designated for the position compared to full-time hours.
  - d) The course must be successfully completed to be reimbursed, and the employee must re-pay this benefit if they leave the City's employ within one year of course completion.
    - a. One of the following constitutes successful completion of the course:
      - i. Letter grade of "B" or better.
      - ii. Pass in a pass/no pass system
      - iii. Certificate from the instructor indicating satisfactory completion of the course if grades are not issued.

## EMPLOYEE INSURANCE

### POLICY

Insurance benefits will be available to full-time employees and their immediate families. The City will contribute toward these health premiums in an amount determined by the

City Council. Basic long-term disability and life insurance in an amount determined by the City Council will be at no cost to the full-time employee.

1. COBRA. The Minnesota Continuation Law and the Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") permit an employee to continue, at the employee's expense, coverage under the City's insurance plan(s) at the time of an unpaid leave, resignation, termination, or retirement if the employee does not have the same type of coverage under another employer group plan and is not entitled to Medicare.
2. Continuation Period. The length of continuation depends on the Qualifying Event that applies to the employee's loss of coverage:
  - a. 18 months, if the employee is presently a City employee and the employee's coverage would stop because the employee's employment is terminated or the employee's work hours are reduced below the qualifying level for coverage (this period may be extended to 36 months if another qualifying event, listed below, occurs during the original 18-month period--an employee must notify the City Administrator or designee within 60 days of a second qualifying event); or
  - b. 36 months, if an individual is not an employee but is:
    - i. A separated or divorced spouse or child of a City employee;
    - ii. A surviving spouse or child of a deceased City employee;
    - iii. A child of a City employee, and is no longer an eligible dependent as defined in City insurance plan; or
    - iv. A dependent that loses dependent coverage when the City employee becomes enrolled in Medicare benefits.
3. Termination of Continuation Coverage.
  - a. An employee's right to continuation coverage will cease immediately if the employee fails to pay the required premium due.
  - b. Plan eligibility ceases if:
    - i. An employee becomes covered under another group plan as a result of employment, re-employment, marriage, or remarriage; or
    - ii. An employee, an employee's spouse, or an employee's dependent children become enrolled in Medicare, in which case coverage ceases for each individual so covered; or

- iii. All City insurance plans under this policy are terminated.

## **CHANGES IN COVERAGE**

### **POLICY**

1. The employee is responsible for notifying the City of any changes that the employee wishes to make in the employee's insurance coverage or retirement plan, such as:
  - a. Change of address or phone;
  - b. Change of name;
  - c. Change of beneficiary; and
  - d. Change in type of coverage.
2. It is very important that the City be notified immediately as these changes occur. Contact the Finance Director for the necessary forms to make these changes.

## **WORKERS' COMPENSATION**

### **POLICY**

1. In accordance with the laws of the State of Minnesota, the City provides coverage for medical expenses in the event of work related injury or disease, plus partial salary continuation in the event of disability, and additional benefits if the injury or disease causes partial or regular disability or death.
2. Employees are automatically covered under the workers' compensation plan as soon as employment begins. To be eligible for workers' compensation, the injury or disease must arise out of, and occur during, the course of employment.
3. The City pays the entire cost of this protection. Benefits paid depend entirely on the benefit schedule set up by the State of Minnesota and applicable at the time the work related injury or disease is incurred.
4. It is the injured employee's responsibility to immediately report any work related injury or disease to the employee's supervisor as soon as possible after the injury occurs or the disease is diagnosed.

5. The immediate supervisor is responsible to see that the First Report of Injury is filed with the City within 48 hours following the injury. This report is prepared by the supervisor during an interview (if possible) with the injured employee.
6. If an employee has a work-related injury or disease and is under a doctor's care, that employee cannot change doctors for treatment of this work-related injury or disease without first contacting the City's workers' compensation company and obtaining approval to make this change.

## **REQUEST FOR LEAVE**

### **POLICY**

1. An employee is required to fill out a Request for Leave form for any time absent from regularly scheduled work time. Request for Leave forms are required for:
  - a. Bereavement Leave
  - b. General Leave
  - c. Injury on Duty Leave
  - d. Jury Duty
  - e. Medical Leave
  - f. Military Leave
  - g. Earned Sick and Safe Leave
  - h. Vacation Leave
  - i. Comp. Time
  - j. Parenting Leave
  - k. School Conference and Activities Leave
  - l. Family and Medical Leave Act Leave
2. The employee must also complete the weekly time sheets in a manner that will reflect any time off, using the categories as indicated above.

## **BEREAVEMENT LEAVE**

### **POLICY**

1. Employees shall be allowed up to three (3) working days, with pay, as bereavement leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family is defined as the employee's parents, spouse, domestic partner, children, siblings, grandchild or grandparents, the spouse's parents, or a ward of the employee's household.
2. Employees shall be allowed up to one (1) working day, with pay, for the death of the spouse's grandparent or sibling, or the employee's son-in-law or daughter-in-law.
3. This leave will not be deducted from accrued sick or vacation leave.
4. Deviations from this policy may be approved by the City Administrator.

## **GENERAL LEAVE**

### **POLICY**

1. Employees may apply for an unpaid leave of absence for personal or emergency reasons. The granting of such leave will be at the sole discretion of the City Administrator and will not be granted for a period exceeding one hundred eighty (180) days in duration.
2. For efficiency in the conduct of City business, it is essential that the granting of such requests for leave be kept to a minimum. The City Administrator will consider:
  - a. Work load, taking into consideration the good of the services provided by the City;
  - b. Reason for leave; and
  - c. Length of service with the City.
3. Such leave may be granted by the employer for extended illness of the employee's family, civic activities or other reasons deemed appropriate by the employer.
4. Request for leave must be made in writing on a Request for Leave form with full explanation and, if possible, submitted to the appropriate supervisor fourteen (14) days in advance of the leave date.
5. An employee on unpaid leave under this policy will be entitled to retain the employee's accrued leave and other benefits. The accrued leave and other

benefits will be determined by the City as of the date the leave commences and may be used upon the employee's return. The employee will accrue no leave or other benefits for the period of time the employee is on leave.

6. An employee on an unpaid leave of absence may continue to participate in City insurance programs if such participation is permitted under the City's insurance policies. Such participation would be conditioned on the employee paying the entire premium for any insurance coverage the employee wishes to retain. Payment of the premium will be required effective as of the date the leave commences.
7. Service time will not accumulate during a general leave of absence of longer duration than one week.
8. Unauthorized absence from work by an employee for a period of three (3) working days will be considered by the City as a resignation without benefits.

## **HOLIDAYS**

### **POLICY**

1. The following days are observed as paid holidays:  
New Year's Day, January 1  
Martin Luther King Jr. Day, the third Monday in January  
President's Day, the third Monday in February  
Memorial Day, the last Monday in May  
Juneteenth, June 19  
Independence Day, July 4  
Labor Day, first Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
The day following Thanksgiving Day  
Christmas Eve, December 24  
Christmas Day, December 25  
Floating Holiday, to be used at employee's discretion (must be used before the end of each year).

Whenever one of the above holidays falls on a Saturday, the preceding Friday will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday will be observed as a holiday.

If December 25 falls on a Saturday, the December 24 and 25 holidays will be observed on Thursday, December 23 and Friday, December 24. If the December 24 holiday falls

on a Sunday, the December 24 and 25 holidays will be observed on Monday, December 25 and Tuesday, December 26.

2. Non-exempt employees who are required to be on duty on any holiday, or who agree to be on duty on any holiday, will be compensated at one and one-half (1-1/2) times their regular rate of pay. This pay shall be in addition to their holiday pay. For hours worked in excess of their work schedule day they shall be paid at double their hourly rate of pay.

## **INJURY ON DUTY LEAVE**

### **POLICY**

1. When any employee of the City suffers an injury on the job, a report of such accident must be made immediately by the employee's supervisor. This report must be made on the standard form supplied by the City's worker's compensation carrier, plus the supplementary form supplied by the Employee Safety and Health Committee. These forms must be completed and returned to Administration within 48 hours following the injury.
2. Injury leave will be granted to all employees who are injured or contract an occupational disease while in the actual performance of their assigned job, and are eligible because of the injury or illness for worker's compensation insurance coverage.
3. Injury on duty leave will be earned at the rate of one eight (8) hour day per month of full-time employment up to a maximum of 180 eight (8) hour days.
4. During such injury leave the City will pay such employee either as direct payment from injury on duty leave accrued, worker's compensation insurance benefits, or both. The total amount paid will not exceed the full pay which the employee would have received for such period. Employees receiving workers' compensation payments may be granted injury on duty leave pay for the amount of the difference between the employee's workers' compensation payment and the employee's salary, to the extent that injury on duty leave is accrued. To clarify the record keeping of injury on duty leave used during the injury on duty leave, the injured employee will immediately contact Administration upon receipt of a workers' compensation check.
5. A day is defined as the combination of workers' compensation insurance and injury on duty pay sufficient to pay the employee gross pay equal to the pay the employee would receive for a scheduled work day.

6. For each day of injury time used one work day will be deducted from the employee's accumulated injury on duty leave.
7. An employee on injury time leave must keep the employee's supervisor informed of the employee's status on an established regular basis.
8. If injury leave extends beyond the employee's accrued injury time leave, the employee may use sick leave and vacation leave after the injury or duty leave is exhausted.
9. Employees using earned injury on duty leave will be considered to be working for the purpose of accumulating vacation or sick leave.
10. A full-time employee on injury leave will retain and continue to earn length of service time for the duration of the leave.
11. The City may request periodically a certificate from the employee's physician indicating sufficient disability to preclude the employee from performance of the employee's duties.
12. Before returning to work from injury leave, an employee must submit a letter from the employee's physician certifying the employee is fit and capable of performing the job the employee held before injury occurred.

## COURT DUTY

### **POLICY**

1. Regular employees subpoenaed as witnesses or called for jury duty shall be granted leave of absence for the time necessary to complete those duties.
2. All fees received as a juror, except mileage fees for the use of the employee's private vehicle, food or lodging, shall be paid to the City.
3. The employee will receive all pay and other benefits that would have accrued had the employee been performing services for the employer during the period of absence for jury duty, less all per diem allowances and any other compensation received for such duty.

4. Employees excused or released from jury duty during their regular working hours must report to their supervisor immediately thereafter.

## **MILITARY LEAVE**

### **POLICY**

#### **1. Active Duty Leave**

- a. State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.
- b. The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day paid leave of absence. Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed five (5) years.
- c. Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her 15 days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.
- d. Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.
- e. Eligibility for continuation of insurance coverage for employees on military leave beyond 15 days will follow the same procedures as for any employee on an unpaid leave of absence.

#### **2. Military Ceremonies**

- a. Unless the leave would unduly disrupt the operation of the City, the City shall

grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The leave time shall be limited to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.

- b. For purposes of this section, an "immediate family member" means the employee's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, domestic partner, fiancé, or fiancée.
- c. To request leave for a military ceremony, an employee must submit a Request for Leave form and the actual time required for attendance at the ceremony. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

3. Death or Injury of Family Member in Military

- a. The City shall grant up to ten (10) working days of leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.
- b. For purposes of this section, as "immediate family member" means the employee's parent, child, grandparents, siblings, or spouse, domestic partner, fiancé, or fiancée.
- c. An employee must give as much notice to the City as practicable of the employee's intent to exercise leave under this section.

## **EARNED SICK AND SAFE LEAVE**

### **POLICY**

1. "Earned Sick and Safe Leave" is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a calendar year for the city.
2. The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (*fifteen minutes*) for the following circumstances:

a. An employee's own:

- o Mental or physical illness, injury or other health condition
- o Need for medical diagnosis, care or treatment, of a mental or physical illness
- o injury or health condition
- o Need for preventative care
- o Closure of the employee's place of business due to weather or other public emergency
- o The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- o Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

b. Care of a family member with mental or physical illness, injury or other health condition:

- o Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
- o Who needs preventative medical or health care
- o Whose school or place of care has been closed due to weather or other public emergency
- o When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

c. Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

3. For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, 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
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a 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

4. Advance Notice for use of Earned Sick and Safe Leave. If the need for sick and safe leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city 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. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

5. Carry Over of Earned Sick and Safe Leave. Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.
6. Retaliation prohibited. The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

7. Benefits and return to work protections.

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

8. Upon separation from the City or retirement of an employee who is in good standing, a cash payment of 50% of the employee's total accrued sick leave up to a maximum of 960 total accrued sick leave hours at the employee's hourly compensation rate will be made. Employees with 10 years or more of service, the total accrued sick leave would be capped at 1,260 hours.

## **PREGNANCY AND PARENTING**

1. All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. 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. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.
2. 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 commences, this leave will also count as FMLA leave. 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 the employee was receiving prior to commencement of the leave.
3. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.
4. Effective July 1, 2023, the city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.
5. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

## **DONATED MEDICAL LEAVE POLICY**

With the expressed written approval of the City Administrator, City employees having accrued sick or vacation leave will be allowed to donate a portion of such accrued sick or vacation leave to fellow employees experiencing a major life-threatening disease or condition suffered by the employee, their spouse, or minor children. A major life-threatening disease or condition shall include, but not necessarily be limited to heart attack, stroke, organ transplant, or life threatening

illness or condition as defined by a physician's diagnosis. The City Administrator has final discretion over all decisions regarding donated medical leave.

A donation of sick or vacation leave from one employee to another shall be subject to the following terms and conditions:

- a. An employee is only eligible to receive donated medical leave for time loss from work due to a major life threatening disease or condition as described above, equal to the number of hours of time, compensated by sick leave, vacation leave, or compensatory time, which the employee would lose from his or her job due to the major life threatening disease or condition.
- b. An employee will be eligible to receive donated medical leave only after the employee's accrued sick leave, compensatory time, and vacation have been used by the employee.
- c. No employee will be allowed to receive more than 20 days of donated medical leave for any single major life threatening disease or condition without the additional express approval of the City Administrator.
- d. An employee may donate no more than 40 hours per calendar year to a single fellow employee. This shall not be construed to prohibit donating 40 hours each per year to additional fellow employees.
- e. A written request to donate medical leave must be made to the City Administrator.
- f. The City Administrator shall have the right to deny use of donated medical leave or limit its use as shall be determined necessary and in the best interest of the City.

## **FAMILY AND MEDICAL LEAVE**

### **POLICY**

1. Family and Medical leave ("FMLA leave") provides up to 12 weeks of unpaid leave to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed for a minimum of 12 months, and have worked at least 1,040 hours over those 12 months.
2. An employee may take a maximum of 12 work weeks of FMLA leave in a rolling 12 month period.
3. FMLA leave may be granted for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

4. The employee must give the City at least 30 days advance notice. In unexpected or unforeseeable situations, the employee should give as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" written notice.

For leaves taken because of the employee's or a covered family member's serious health condition, the City may require that a "Physician or Practitioner Certification" form be completed. In addition, the City may require periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

Where employee leave qualifies for FMLA leave, the City may designate the leave as FMLA leave by providing notice to the employee of the designation within two business days of the time the employee gives notice of the need for the leave or as soon as the City has sufficient information to determine that the leave qualifies for FMLA leave.

5. A serious health condition is an illness or injury that involves:

- a. An overnight stay in a hospital, hospice, or residential medical care facility;
- b. Any period of incapacity that involves continuing treatment or supervision by a health care provider and that requires absence from work, school, or other regular daily activities for more than three (3) days;
- c. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) days;
- d. Any period of incapacity due to pregnancy, or for prenatal care, or prior to an adoption to help complete the adoption process;
- e. Any period of absence to receive multiple treatments by a health care provider; or

- f. Substance abuse may qualify as a serious health condition if one of the above clauses is satisfied. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence caused by substance use is not covered by this policy.
- 6. Accrued vacation, compensatory time, or sick leave may be used while on FMLA leave as long as the provisions within those written policies apply.
- 7. Employees are required to use employee's FMLA leave when employee must miss work due to an injury obtained while on duty unless employee is using sick leave or vacation leave. The FMLA leave and the injury on duty leave shall run concurrently.

The employee shall report the injury as provided in the Injury on Duty Leave and provide adequate information to establish the basis for the leave. The City shall provide employee written notification within five (5) working days specifying that any absence will be counted against the employee's remaining FMLA time and that the FMLA leave shall run concurrently with the injury on duty leave.
- 8. The employee will not accrue benefits such as sick leave or vacation while on unpaid FMLA leave.
- 9. Leave may be taken intermittently or on a reduced schedule when it is medically necessary. If an employee requests intermittent leave or leave on a reduced schedule that is foreseeable due to medical treatment, the employee may be temporarily transferred to another position if the position has equivalent pay and benefits and better accommodates the recurring periods of leave. Any such transfer is subject to a collective bargaining agreement.
- 10. Eligibility for leave after birth, placement for adoption or foster care, expires 12 months after the birth, placement or adoption. If the child must remain in the hospital longer than the mother, the leave may in the alternative begin at any time up to six (6) weeks after the child leaves the hospital.
- 11. The employee may choose to continue existing health care benefits and life insurance while on FMLA leave. The City will continue to pay the same portion of the cost of the coverage as it did prior to the leave.

Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage.

12. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during FMLA leave, the City experiences a layoff and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the FMLA leave.

## **MINNESOTA PAID LEAVE (MNPL)**

### **POLICY**

1. The City of Falcon Heights provides time off to eligible employees who qualify for Minnesota Paid Leave (MNPL) benefits under Minnesota law. The city is a participant in the State of Minnesota's Paid Leave program. MNPL benefits are funded through premium contributions payable to the State of Minnesota. The premium cost will be split between the city and employee as follows: The City of Falcon Heights will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

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Eligibility determinations for MNPL benefits are made by the State of Minnesota.

Generally, to be eligible for MNPL, you must:

- Work at least 50% of the time from a location in Minnesota, including employees who work from home or spend time in other states occasionally.
- Meet the financial eligibility requirements by having earned over a specific amount of wages as defined by under Minnesota law at the time of your requested leave.

### **Benefit Amount**

An employee's weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

### **Leave Entitlement and Usage**

The State of Minnesota may approve MNPL leave for the following conditions in a benefit year:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
  - Bond with a child through birth, adoption, or foster placement
  - Care for a family member with a serious health condition
  - Support a military family member called to active duty
  - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks

total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

#### **MNPL Intermittent Leave**

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

##### **A) Eligibility**

In addition to the other eligibility requirements under the MN Paid Leave law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).

##### **B) Notice**

In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to the City Administrator of the need for intermittent leave before applying for MNPL benefits through the State program. As part of the notice, employees must provide the city with the following: 1) proposed intermittent leave schedule; and 2) a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

##### **C) Increments of Leave & Maximum Number of Hours**

Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of 15 minutes. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

#### **Definitions**

##### **• Family member includes:**

- Spouse or partner
- Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
- Parent or person who raised you
- Sibling
- Grandchild or grandparent
- In-laws (including son, daughter, father, or mother)
- Anyone close to you who depends on you like family, even if not related by blood

##### **• A serious health condition means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or**

not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

**Notice**

Prior to starting a claim with the State, employees should reach out to the City Administrator to notify your intention to take leave. If the need is foreseeable, we ask that you provide at least two-weeks notice prior to taking leave. If the leave is not foreseeable you will still be able to take leave under MNPL and we ask that you provide as much notice as possible.

**How to Apply for Minnesota Paid Leave**

After your leave has been discussed you may apply for MNPL through the Minnesota Paid Leave's portal online.

**Interaction with Other Laws and Benefits**

MNPL will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law which may include: the Family and Medical Leave Act (FMLA), Minnesota Women's Economic Security Act (WESA), and Minnesota Pregnancy and Parental Leave (MPL).

**Supplementing MNPL Benefits with Accrued Paid Leave**

If you are receiving MNPL benefits, the city allows you to supplement your MNPL benefits with any accrued paid leave, such as paid sick leave, paid vacation leave, or accrued comp time. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). Paid leave (i.e. PTO, vacation, etc.) does not accrue during the time an employee is on MNPL.

**Maintaining Health Coverage During Leave**

Unless coverage is revoked, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. You must continue to make timely payments of your share of the premiums for such coverage. If you are not using paid time off to cover part or all of the leave, you will be responsible for remitting your portion of health premiums to the city in order to ensure continuation of benefits.

Group health insurance may be cancelled if an employee's premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.

An employee's share of premium payments for their group health insurance coverage may be paid by monthly prepayment as a check, cashier's check, money order, or credit card payment.

Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period.

**Reinstatement**

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

**Retaliation**

The city will not interfere or retaliate against employees who request or take leave in accordance with the MN Paid Leave law.

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## **REASONABLE WORK TIME FOR NURSING MOTHERS**

### **POLICY**

1. Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk. The city will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.
2. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

## **BONE MARROW OR ORGAN DONATION LEAVE**

### **POLICY**

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned..

To request organ donation leave, an employee must submit a Request for Leave form. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

## **SCHOOL CONFERENCE AND ACTIVITIES LEAVE**

### **POLICY**

1. Any employee will be granted up to a total of 16 hours during any 12-month period to attend school conferences or classroom activities related to the 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.
2. 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 disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

## VACATION LEAVE

### POLICY

1. The vacation schedule for full-time employees is as follows:

From the beginning of employment through the fourth year of continuous employment	12 days of vacation per year
After the employee's fifth anniversary through the ninth year of continuous employment	15 days of vacation per year
After the employee's tenth anniversary of continuous employment	16 days of vacation per year
After the employee's eleventh anniversary of continuous employment	17 days of vacation per year
After the employee's twelfth anniversary of continuous employment	18 days of vacation per year
After the employee's thirteenth anniversary of continuous employment	19 days of vacation per year
After the employee's fourteenth anniversary of continuous employment	20 days of vacation per year

2. Vacation accrues by pay period and may be used only when accrued.
3. Request for vacation leave must be initiated on Request for Leave submitted to the supervisor and/or the City Administrator, as appropriate. Exceptions to this policy are granted on a very limited basis, taking into consideration the good of the service provided by the City.
4. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given the choice of vacation period if the employee's request is made 30 days prior to the vacation time desired. When requests are made less than 30 days prior to the vacation time desired, vacation will be granted on a first-come, first-served basis.
5. Employees may accumulate up to a maximum of twice their annual vacation leave.
6. Employees must use at least one week of vacation leave per calendar year unless another vacation plan is approved by the City Administrator before the end of the calendar year.
7. Employees using earned vacation leave will be considered to be working for the purpose of accumulating vacation or sick leave.

8. Employees leaving the City employment in good standing, after giving proper notice of such termination of employment, will be compensated for vacation leave accrued up to the maximum amount permitted and unused to the date of separation. An employee who leaves employment will be given prorated vacation pay for that part of the year worked. If the employee desires, he/she may designate any/all of accrued vacation and sick leave to a qualified deferred compensation plan.

## **VOTING LEAVE**

### **POLICY**

1. An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.
2. The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.
3. All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Effective July 1, 2023, employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.
4. An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention. Per the statutory requirement, the employee must give at least ten days written notice of

their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

## **CONTINUATION OF GROUP HOSPITAL, MEDICAL, AND DENTAL INSURANCE**

### **POLICY**

1. This policy applies to all City employees who retire on or after January 1, 1993, who participated in the City's group hospital, medical, and dental insurance program and who met the requirements necessary to receive a disability benefit or an annuity from a Minnesota public pension plan other than a volunteer fire fighter plan.
2. Minnesota law, Minn. Stat. Chapter 43A, provides that upon retirement, an eligible City employee and his or her covered dependents can participate in the group health/dental insurance program at the same premium rate as active employees until age 65.
3. Retirees who have continuously participated in the group insurance program since leaving employment and retirees who are currently continuing coverage through COBRA can participate at the same premium rate as active employees until age 65.
4. Coverages and levels of benefits provided to retirees under age 65 and their dependents must be identical to that provided for active employees and their dependents.
5. Retirees age 65 and over may stay in the group *indefinitely*, but premium rates do not have to be pooled with the active employee rates and retiree coverage does not have to be identical to active coverage.
6. The retiree must pay the entire premium.
7. Dependent coverage can only be continued after retirement if the employee carried dependent coverage prior to retirement. Employees are not required to continue dependent coverage after retirement.

## PARENTAL LEAVE

### **POLICY**

The City provides its employees with two (2) weeks (maximum of eighty (80) hours) of paid parental leave concurrent with FMLA leave under the following conditions:

If the employee becomes a biological or adoptive parent after working for the City for the preceding six (6) consecutive months for twenty (20) hours per week or more, the City will provide:

1. **Week One:** Five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule, provided that the leave shall be taken within twelve (12) calendar weeks of the birth or placement of the child.
2. **Week Two:** After the employee has used **Week One** of the City's paid parental leave for the birth or placement of a child, the employee may utilize five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule.

## LIGHT DUTY/MODIFIED DUTY ASSIGNMENT

### **POLICY**

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty. Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the city administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

## **REASONABLE ACCOMMODATIONS TO AN EMPLOYEE FOR HEALTH CONDITIONS RELATING TO PREGNANCY**

### **POLICY**

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

## **HEALTH CARE SAVINGS PLAN**

Employees of the City of Falcon Heights who have selected early retirement under a City of Falcon Heights early retirement policy ("Eligible Employees") may participate in the Health Care Savings Plan ("HCSP") administered by the Minnesota State Retirement System ("MSRS") in lieu of health care coverage under the City's group insurance plan or a reimbursement to the employee for the cost of insurance that the employee obtains on their own as provided under the applicable early retirement policy.

The City will make payments to MSRS for the city's contribution toward single health coverage for the lowest cost provider offered by the City for a period of thirty-six (36) months following the employee's retirement date.

The payments by the City to the HCSP will be made on a quarterly basis.

Eligibility for health insurance reimbursement under this policy will cease if the retired employee is covered under another employer's group health plan or the City terminates group insurance coverage for all of its employees.

Upon the employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's estate.

## **ACKNOWLEDGMENT OF AMENDMENTS TO PERSONNEL POLICIES**

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I acknowledge that I have received and reviewed the personnel policy entitled "Falcon Heights Personnel Policy" dated **December 13, 2023-December 22, 2025**. I acknowledge that is my responsibility to read and understand this policy, and I agree to comply with it.

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

Employee signature: \_\_\_\_\_

**APPENDIX**  
**CITY OF FALCON HEIGHTS**  
**Leave Action Form**

Name:

Date Submitted:

Action:

- Vacation
- Sick Leave
- Compensatory Time
- Leave w/o pay
- Other (note reason)

Date(s) of leave:

Total hours on leave:

Reason for leave:

Employee signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's signature: \_\_\_\_\_ Date \_\_\_\_\_

City Administrator's approval: \_\_\_\_\_ Date \_\_\_\_\_

Accountant recorded: (initials) \_\_\_\_\_ Date \_\_\_\_\_

Final copy to: Employee (original)  
Accountant (copy)

## REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name \_\_\_\_\_ Date of Request \_\_\_\_\_

Department \_\_\_\_\_ Position Title \_\_\_\_\_

Hire Date \_\_\_\_\_

I request a Family/Medical Leave for the following reason (check one):

- A. The birth of a child in order to care for such child or the placement of a child for adoption or foster care.
- B. In order to care for an immediate family member if such family member has a serious health condition. Circle one: CHILD - SPOUSE - PARENT. (Must submit "Physician or Practitioner Certification" within 15 days).
- C. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

### METHOD OF LEAVE REQUESTED

- A. Consecutive Leave
- B. Intermittent or Reduced Leave Schedule (specify schedule below):

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Date Leave is to Begin \_\_\_\_\_ Expected Duration of Leave \_\_\_\_\_

If the duration of my family/medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or equivalent position. I understand that if my family/medical leave should exceed 12 weeks I will be returned to my same or similar position, only if available, in accordance with applicable laws. If my same or similar position is not available, I understand that I may be terminated.

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Employee Signature

Date

Supervisor Signature of Approval/Date

**CERTIFICATION OF RECEIPT  
OF  
FALCON HEIGHTS POLICY ON DRUG, ALCOHOL, AND CANNABIS TESTING**

I hereby acknowledge receipt of the City of Falcon Heights' Personnel Policy concerning Drug, Alcohol, and Cannabis Testing. I have read the Policy and have been able to ask my supervisor questions about any part of the Policy I do not understand.

**EMPLOYEE:**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
Signature

Print  
Name: \_\_\_\_\_

# MINNESOTA PAID LEAVE

Effective January 1, 2026

**Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.**

## What can I use Paid Leave for?

### Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

### Family Leave:

- **Bonding Leave** – to care for and bond with a new child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

## Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

## How long can I take leave?

You may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total.

**LEARN MORE:** [paidleave.mn.gov](http://paidleave.mn.gov)

This information can be provided in alternative formats to people with disabilities or people needing language assistance by calling the Paid Leave Contact Center at 651-556-7777 or 844-556-0444 (toll-free).





## Minnesota Paid Leave

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

You can take leave for the following qualifying events:

### **Medical Leave:**

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

### **Family Leave:**

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

### **Am I covered by Paid Leave?**

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered, but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

### **What are my employment protections?**

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.



For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website. If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

### **Who pays for Paid Leave?**

Paid Leave is funded by premiums paid by employees and employers. **The initial premium rate is 0.88% of wages** up to the cap set by Social Security's Old-Age, Survivors, and Disability Insurance program (currently \$185,000). Your employer **may deduct up to 0.44% of your wages** to fund your portion of the premium. This total premium covers both Medical Leave (0.61%) and Family Leave (0.27%).

Employers are responsible for sending premiums to Paid Leave on behalf of all employees.

Your premium contributions are:

Medical Leave	<b>Total Medical Leave Premium: 0.61%</b>			
	The City of Falcon Heights	will contribute	0.305%	of the Medical Leave contribution
			<b>will be deducted from</b> <b>and the remaining</b>	<b>0.305%</b> <b>your wages</b>

Family Leave	<b>Total Family Leave Premium: 0.27%</b>			
	The City of Falcon Heights	will contribute	0.135%	of the Family Leave contribution
			<b>will be deducted from</b> <b>and the remaining</b>	<b>0.135%</b> <b>your wages</b>

Total deducted from your wages	0.44%
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## How do I take Paid Leave?

1. Notify your employer.
2. Apply with Paid Leave. You will be able to apply for Paid Leave at [paidleave.mn.gov](http://paidleave.mn.gov). You can also apply over the phone if needed.

After you apply, you will receive a determination from Paid Leave, which is the official decision from the program about whether your application was approved or denied.

If you are approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in your application.

## Learn more

Visit [paidleave.mn.gov](http://paidleave.mn.gov) to apply or for more information about Paid Leave, including calculators to help you estimate your premium costs and the payments you could receive under Paid Leave.

## Other ways to reach us

Phone: 651-556-7777 or 844-556-0444 (toll free).

E-mail: [paidleave@state.mn.us](mailto:paidleave@state.mn.us)

Mail: Department of Employment and Economic Development, Paid Leave Division  
180 E 5<sup>th</sup> Street, 12<sup>th</sup> Floor, Saint Paul, MN

*Information is available in alternative formats for people with disabilities by using the contact information listed above.*

## Employer Information:

Employer Name:	The City of Falcon Heights
Mailing Address:	2077 Larpenteur Avenue W, Falcon Heights, MN 55113
Employer Identification Number (FEIN):	41-6007644

## Employee Acknowledgement:

<input type="checkbox"/>	I acknowledge receipt of this notification
Name	
Signature	
Date	

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 22, 2025

No. 25-111

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**RESOLUTION MODIFYING THE CITY OF  
FALCON HEIGHTS ADMINISTRATIVE MANUAL – SECTION IV –  
PERSONNEL POLICY**

**WHEREAS**, the City of Falcon Heights desires to update its Administrative Manual to incorporate amendments to Section IV, Personnel Policy; and

**WHEREAS**, effective January 1, 2026, Minnesota Paid Leave (MNPL) will take effect and the City must formally adopt and implement the program in compliance with state law; and

**WHEREAS**, the City Council adopted a classification and compensation plan on December 10, 2025, and it is necessary to clarify that employee compensation shall be governed by that plan as approved by the City Council; and

**WHEREAS**, clarification is needed regarding the calculation of overtime and compensatory time, including how hours worked during holiday weeks are treated, consistent with Minnesota law and City practice; and

**WHEREAS**, the proposed amendments provide limited additional overtime eligibility for non-exempt employees responding to unexpected, supervisor-authorized events during holiday weeks, while excluding situations where work schedules can reasonably be adjusted

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota, that:

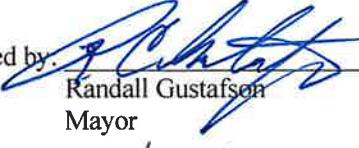
1. Section IV – Personnel Policy of the City of Falcon Heights Administrative Manual is hereby amended to:
  - a. Formally adopt the Minnesota Paid Leave (MNPL) program effective January 1, 2026, including premium cost-sharing between the City and employees;
  - b. Clarify that employee compensation shall be determined pursuant to the classification and compensation plan adopted by the City Council, including eligibility for step increases and cost-of-living adjustments as approved by the Council; and
  - c. Clarify overtime and compensatory time calculations, including how holiday hours are treated when determining overtime eligibility, and authorize enhanced

overtime treatment for unexpected, supervisor-approved events occurring during holiday weeks, as specified in the amended Personnel Policy.

2. These amendments shall take effect as provided within the Personnel Policy, with Minnesota Paid Leave provisions effective January 1, 2026.

Moved by: Meyer

Approved by:

  
Randall Gustafson  
Mayor

GUSTAFSON  
LEEHY  
MEYER  
WASSENBERG  
MIELKE

4  
0

In Favor  
Against

Attested by:

  
Jack Linehan  
City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

Meeting Date	December 22, 2025
Agenda Item	Policy H2
Attachment(s)	Resolution
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Approval of Resolution Extending State Fair Task Force to January 31, 2026
<b>Description</b>	<p>The State Fair Task Force was created via Resolution 24-12 with a sunset date of December 31, 2025.</p> <p>The State Fair Task Force is finalizing a report to the Falcon Heights City Council, and intends to deliver the report at the January 28, 2026 meeting. However, they still need additional time to finalize the report, and having a meeting in January will assist with that goal. At their December 17, 2025 meeting, the group requested a one month extension to allow the completion of the final report.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"><li>Resolution 25-112</li></ul>
<b>Action(s) Requested</b>	Staff recommends the City Council motion to approve request to extend the State Fair Task Force an additional month to finalize their report to the City Council.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 22, 2025

No. 25-112

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**RESOLUTION EXTENDING THE STATE FAIR POLICIES AND PROCEDURES  
REVIEW TASK FORCE**

**WHEREAS**, the Council established the Falcon Heights State Fair Policies and Procedures Review Task Force on February 8, 2023, commonly known as the State Fair Task Force;

**WHEREAS**, the State Fair Task Force members were appointed by the Council on June 14, 2023;

**WHEREAS**, the State Fair Task Force met bi-weekly through the State Fair in order to make immediate recommendations to improve the residents' experience during the 2023 State Fair;

**WHEREAS**, the Council adopted the State Fair Task Force's report of recommendations and next steps as final at the Council meeting on January 10, 2024, including to continue the efforts with a new Task Force in 2024;

**WHEREAS**, the Council approved the creation of the 2024-2025 State Fair Task Force for on February, February 14<sup>th</sup> with Resolution 24-12;

**WHEREAS**, the 2024-2025 State Fair Task Force met monthly to review the necessary policies in 2024 and 2025 with a sunset date of December 31, 2025 unless extended by the City Council;

**WHEREAS**, the 2024-2025 State Fair Task Force is requesting a one-month extension to finalize a report to the City Council in January.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota:

The State Fair Task Force is extended through January 31, 2026.

**ADOPTED** by the Falcon Heights City Council this 22<sup>nd</sup> Day of December, 2025.

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Moved by: Mielke

Approved by: Randy Gustafson

Mayor

GUSTAFSON  
LEEHY  
MEYER  
WASSENBERG  
MIELKE

4 In Favor  
0 Against

Attested by: Jack Linehan  
City Administrator