



**AGENDA  
CITY COUNCIL - WORKSHOP  
MAPLE PLAIN CITY HALL  
December 08, 2025  
5:30 PM**

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**1. CALL TO ORDER**

**2. ADOPT AGENDA**

**3. DISCUSSION**

- A. Fire Services Contract and Lease Agreement
- B. Fire Pension Discussion
- C. Ordinance 344- Amending Chapter 4, Article 4 - Mobile Food Units
- D. Annual designations for 2026 Maple Plain Organization
- E. Ordinance 345 - 2026 Fee Schedule
- F. Ordinance 346 & 347 Cannabis Ordinance
- G. Ordinance 348- Amended Rental Ordinance
- H. Employee Handbook Updates

**4. COUNCIL REPORTS**

**5. FUTURE WORKSHOP TOPICS**

- A.** Parking Regulations
- B.** Ordinance Enforcement
- C.** 5 Year CIP/Finance Plan
- D.** Rainbow Park Sewer Improvement
- E.** City Hall Options
- F.** Gateway Boulevard Pedestrian Safety and Crosswalk Modifications

**6. ADJOURNMENT**



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Fire Services Contract and Lease Agreement
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion

**Summary:**

**Introduction:**

After months of planning, negotiations, and multiple joint meetings, we have finalized agreements that I believe will work well for all parties involved. The contracts were approved by the West Suburban Fire District Board of Directors on December 3, 2025 and will go to a membership vote next week. Chief Leuer is confident that the membership will approve these agreements as well.

**1. Fire Station Lease Agreement (City of Maple Plain & West Suburban Fire District)**

- **Purpose:** Lease of Maple Plain Fire Station (1645 Pioneer Ave) to WSFD for exclusive use in providing fire and emergency services.
- **Term:** Jan 1, 2026 – Dec 31, 2030, with automatic 5-year renewals unless terminated with 2 years’ notice.
- **Rent:** \$1 per year.
- **Responsibilities:** WSFD handles utilities, generator, interior upkeep, and exhaust system installation (City reimburses up to \$76,972). City handles structural repairs, water/sewer, and snow removal.
- **Insurance & Indemnification:** WSFD maintains \$2M liability coverage and indemnifies City except for City negligence.
- **Termination:** Linked to Fire Services Agreement or for default/non-renewal.

**2. Fire Protection Services Agreement (WSFD, City of Maple Plain & City of Independence)**

- **Purpose:** WSFD provides fire suppression, prevention, EMS, rescue, and hazardous materials response for both cities.

- **Term:** Jan 1, 2026 – Dec 31, 2030, with automatic 5-year renewals unless terminated with 2 years' notice.

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#### Key Provisions:

##### Section 4(b) – Maple Plain Firefighters Transition:

- WSFD will offer membership to all active Maple Plain Volunteer Fire Department firefighters listed in Exhibit C, provided they meet WSFD's minimum qualifications.
- Accepted firefighters join WSFD on Jan 1, 2026, subject to a one-year probationary period.
- **Annual PERA Contributions:** For five years post-transition, Maple Plain and Independence will each pay \$3,626.27 per retained firefighter annually, split 50/50. After five years, WSFD assumes full responsibility.

##### Section 5 – Cost of Service:

- Formula: 50% property market value + 50% service usage (three-year trailing average).
- Formula Plus Adjustment: \$25,155.26 phased out over five years (100% in 2026–2027; 75% in 2028; 50% in 2029; 25% in 2030).
- One-Time Equipment Cost: \$37,000 split evenly between Maple Plain and Independence.
- Apparatus Cost: New engine capped at \$1.5M (WSFD 50%, Maple Plain 25%, Independence 25%).

##### Section 6(e) – Limited Warranty on Transferred Equipment:

- Warranty Period: Through Dec 31, 2027.
- Coverage: Applies only to vehicles transferred from Maple Plain to WSFD. Covers repairs exceeding \$25,000, excluding insurance-covered or accident-related repairs.
- Cost Sharing: WSFD pays 50%; Cities collectively pay 50% (Maple Plain 25%, Independence 25%).
- Process: WSFD invoices Cities with supporting documentation; payment due within 30 days.
- Purpose: Protects WSFD from major unexpected repair costs during transition and ensures shared responsibility.

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#### Strategic Highlights:

- Smooth Transition: WSFD absorbs Maple Plain firefighters and equipment, ensuring continuity of service.
- Financial Predictability: Formula-based cost allocation, phased adjustments, and capped apparatus cost provide budget stability.
- Risk Mitigation: Warranty on transferred equipment and strong indemnification provisions reduce exposure for all parties.
- Operational Control: WSFD retains full authority over staffing, policies, and service delivery.

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#### Next Steps:

- **December 15, 2025:** Maple Plain City Council will consider official approval.
- **December 16, 2025 at 7:15 PM:** Joint Council Meeting with Independence for official signing of the contracts, followed by a reception.

FIRE STATION LEASE AGREEMENT

THIS FIRE STATION LEASE AGREEMENT (“**Agreement**”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between the CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (“**City**”) and WEST SUBURBAN FIRE DISTRICT, a Minnesota non-profit corporation (“**WSFD**”; City and WSFD sometimes a “**Party**” and collectively “**Parties**”).

WHEREAS, City is the fee owner of that Property located at 1645 Pioneer Ave, Maple Plain, MN 55359, and legally described on attached Exhibit A (the “**Property**”) and located on the Property is the fire station building shown on attached Exhibit B (the “**Fire Station**”); and

WHEREAS, City by separate agreement will be or has contracted with WSFD (the “**Contract**”) for firefighting, fire suppression and fire prevention, emergency incident management, fire inspections, rescue, emergency medical services, and hazardous materials response (“**Fire Services**”); and

WHEREAS, City desires to lease exclusive use of the Fire Station, with all fixtures and equipment therein and all rights appurtenant thereto, and that portion of the Property upon which it is located, together with non-exclusive easements over the Property for ingress and egress to the Fire Station and the generator serving the Fire Station (collectively, the “**Premises**”) to WSFD for the purpose of providing the Fire Services.

NOW, THEREFORE, the Parties, for good and valuable consideration and the terms and obligations herein, agree as follows:

1. **Incorporation.** The above recitals and all attached exhibits are a material part of this Agreement and are incorporated herein.
2. **Demising Clause.**
  - a. City leases to WSFD and WSFD leases from City the Premises on the terms and conditions contained in this Agreement.
  - b. WSFD shall have the exclusive right to use the Premises for the purposes of providing the Fire Services in accordance with the Contract and in compliance with this Agreement.
3. **Term and Possession.**
  - a. Initial Term. This Agreement shall be effective as of the Effective Date. The term of this Agreement will commence on January 1, 2026 (the “**Commencement Date**”), and will expire on December 31, 2030 (the “**Expiration Date**”; period



between Commencement Date and Expiration Date, the “**Initial Term**”), which Expiration Date may be terminated sooner or extended in accordance with this Agreement. WSFD shall be entitled to possession of the Premises commencing on the Commencement Date and shall relinquish possession on the Expiration Date.

- b. Extension Term. Unless this Agreement is terminated in accordance with its terms, this Agreement shall automatically be extended for successive additional five (5) year term(s) (each, an “**Extension Term**”; Term and Extension Term, collectively “**Term**”), unless a Party elects not to renew this Agreement as provided for in Section 16.a.i.
- c. Termination. Notwithstanding any provisions to the contrary contained in this Agreement, this Agreement or any renewal or extensions thereof shall terminate upon the effective date of termination or expiration of the Contract.

#### 4. **Rent.**

- a. Rent. WSFD shall pay to the City annual rent for the Fire Station in advance, without Notice, demand or set-off (except as otherwise set forth herein), in the amount of One and No/100 Dollars (\$1.00) (“**Rent**”) on or before January 1 of each year of the Term.
- b. Interest. Rent and all other sums owing to City hereunder which are not paid on their due date shall accrue compound interest from the due date at the rate of one and one-half percent (1.5%) per month, which interest shall be paid with the delinquent payment.

#### 5. **Use and Occupation.**

- a. Permitted Use. The Premises shall be used and occupied by WSFD solely for WSFD’s officers, employees, agents, officers, and invitees to provide the Fire Services to include fundraising, public health, and fire protection community outreach events, in accordance with the Contract and all applicable local, state, and federal rules and regulations (“**Permitted Use**”). WSFD shall not use nor permit the use of the Premises or any portions thereof for any other purposes without the City’s prior written approval,
- b. Injury; Nuisance; Waste. WSFD shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part of the Premises or any of its contents. WSFD shall not use or

allow the Premises to be used for any unlawful or objectionable purpose, nor shall WSFD cause, maintain or permit any nuisance in, on or about the Premises. More specifically, WSFD shall not use or store any noxious chemicals on the Premises, except to the extent necessary for the Premises to be used for the Permitted Use. WSFD shall not commit or allow to be committed any waste in or upon the Premises nor use the Premises in a manner that constitutes a public or private nuisance.

- c. Installation of Exhaust System. WSFD shall be responsible for the installation of an exhaust system serving the Fire Station (“**Exhaust System**”) and for the maintenance of the Exhaust System as provided for in Section 11. The City shall reimburse the WSFD for actual costs incurred related to the purchase and installation of the Exhaust System within 30 days of receiving an invoice from WSFD with supporting documentation; provided, however, that the maximum amount of reimbursement from the City shall be up to \$76,972.00.
6. **Taxes and Special Assessments.** The Parties acknowledge and agree that the City’s ownership and use/occupancy of the Property is exempt from real estate taxation. WSFD shall be liable for and shall pay before delinquency (and, upon demand by City, WSFD shall furnish City with satisfactory evidence of the payment thereof) all taxes and assessments of whatsoever kind or nature, and penalties and interest thereof, if any, levied against WSFD’s property and any other personal property installed in and upon the Premises, whether or not affixed to the realty. If, at any time during the Term, any of said property shall be taxed or assessed as part of the Property, then such taxes or assessments shall, for the purposes of this Agreement, be deemed to be personal property taxes or assessments. For the purpose of determining the amount of such taxes or assessments which are deemed to be personal property taxes or assessments, figures supplied by the County Assessor or other taxing authority as to the amount thereof shall be conclusive. Notwithstanding, the City shall not seek to levy any special assessments, under Minnesota Statutes Chapter 429 or otherwise, against the Premises in connection with any Improvement, as defined in Minn. Stat. § 429.011. If another governmental entity imposes a special assessment against the property in connection with an Improvement, the City shall be responsible for said special assessment.
7. **Utilities.**
- a. WSFD Responsible. All utilities to serve the Fire Station are the responsibility of WSFD, at WSFD’s expense, including but not limited to, electricity, fuel oil, gas services, fuel for the generator, telephone, trash collection, cable or satellite television, internet, connection fees or any other like utilities serving the Fire Station.

- b. City Responsible. The City of Maple Plain is responsible for supplying water, sanitary and stormwater sewer service, and snow removal to the Premises. WSFD may remove snow from the Premises, at no cost to the City and no offset of the Rent. For purposes of this Section, water means bulk water utilized exclusively for Fire Services and water for the ordinary operation of the Fire Station.
  - c. Interruption. City does not warrant or guarantee that any of the services referred to above or any other services upon or to the will be free from interruption. WSFD acknowledges that any one or more of such services may be suspended if there is a strike, an accident, or if repairs or improvements must be made for reasons beyond City's control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of WSFD's use and possession of the Premises, or any part thereof, or render the City liable to WSFD for damages by abatement of rent or otherwise, or relieve WSFD from performance of WSFD's obligations under this Agreement, provided that the City undertake reasonable steps considering the circumstances to restore service or access.
8. **Quiet Possession; Subordination.**
- a. Quite Possession. City covenants that WSFD, on paying the rent, other amounts owed, and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises for the Term.
  - b. Subordination. This Agreement and the Premises are subject and subordinate to all present or future financial encumbrances on the Property. Such subordination shall be self-executing without further act on the part of City or WSFD; provided, however, that WSFD shall at any time hereafter, at the request of City or any lien holder, or any purchaser of the Property or any part thereof, execute any instruments that may be required, and WSFD hereby irrevocably authorizes City to execute and deliver in the name of WSFD any such instrument if WSFD fails to do so.
9. **City's Reserved Rights.** City reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; (b) to enter to verify use of the Premises; (c) maintain its own, separate internet on the Premises; (d) maintain an electronic lock system for the Fire Station; and (e) maintain and operate cameras on the exterior of the Fire Station. The existing interior cameras will be disabled on the Commencement Date, unless otherwise requested in writing by WSFD. City may

during business hours, except in the case of emergency, enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of WSFD's use or possession and without being liable in any manner to WSFD and without abatement of Rent or affecting WSFD's obligations hereunder.

#### 10. Alternations and Improvements.

- a. Changes; Alterations; Additions. WSFD agrees that it is leasing the Premises and accepting to the condition of the Premises "AS IS" and that City is under no obligation to make any structural or other alterations, decorations, additions, or improvements beyond those expressly specified in this Agreement. WSFD shall not make or allow to be made any material changes, alterations or additions to the Fire Station or any part of the Premises without the City's prior written approval. Any changes, alterations, or additions in or to the Fire Station, except for those expressly allowed and provided for in this Agreement, shall be at WSFD's sole cost and expense and, except for WSFD's trade fixtures, equipment and furnishings, shall become at once a part of realty and be the sole property of the City. WSFD shall comply with all applicable ordinances, codes, statutes, and regulations of local, state, and federal governmental authority. By executing this Agreement, City is not approving the construction or installation of any changes, improvements, alterations, or additions on the Premises or Fire Station. WSFD shall have the responsibility to make any and all necessary applications for construction, installation, or other work or permits required by any governmental authority and receiving approval of the same.

If a change, improvement, alteration, or addition is made or commenced without the City's consent, and the City does not give subsequent approval thereof, WSFD shall, upon receiving written notice from the City, restore that portion of the Fire Station or Premises affected by the improvement to its preexisting condition and WSFD's sole cost and expense.

- b. No Liens. WSFD shall allow no mechanic's liens to be incurred or filed against the Property. WSFD shall promptly pay for all alterations and improvements, which it may make under this Agreement that are approved by City, and shall save and hold harmless City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by WSFD hereunder. WSFD may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, *et seq.* WSFD shall indemnify City against any loss or liability by reason of such contest.

- c. Signs. WSFD shall not place or maintain any signs on the Premises, without authorization by City.
- d. Remaining improvements. Any leasehold improvements to the Premises shall be and remain the property of City and no compensation shall be paid to the WSFD when and if the WSFD vacates the Premises.

#### **11. Operation; Repairs; Maintenance.**

- a. City shall keep the foundations, exterior walls, garage doors, garage door openers, roof, parking lot, plumbing, electrical service, and the HVAC system serving the Fire Station in good repair, and, if necessary or required by proper governmental authority, make modifications or replacements thereof within one (1) year of determination of issue, except that City shall not be required to make any such repairs, modifications, or replacements which become necessary or desirable by reason of the acts or omissions of WSFD, its agents, employees, contractors, guests or invitees, or by reason of anyone illegally entering the Fire Station. In such event, WSFD shall pay the cost upon being billed by City. City agrees to inspect the Fire Station roof condition starting on the second anniversary of the Commencement Date, and every 2 years thereafter, and to replace the roof within one (1) year of a failed inspection.
- b. Except as provided in Section 11.a.:
  - i. WSFD, at its expense, shall maintain the generator serving the Fire Station in good and operable condition and keep the interior of the Fire Station in a safe and tenantable condition based on the purpose of this Agreement. If WSFD does not do so within sixty (60) days of receipt of written notice specifically describing any defect to be corrected, City may (but need not) repair and maintain the generator and/or restore the Fire Station to a safe and tenantable condition, with WSFD paying the cost upon being billed by City. This Section shall not apply to damage or destruction otherwise provided for in this Agreement.
  - ii. WSFD, at its expense, shall be responsible for all operating costs of the Fire Station as well as maintenance, repairs, or replacement, including, but not limited to, the Exhaust System, of any and all alterations or improvements to the Fire Station, but excluding those items set forth in Section 11.a.

## 12. Destruction or Damage.

- a. WSFD agrees:
  - i. That it will obtain all necessary state and local permits for its operations as necessary.
  - ii. That it will operate in accordance with all federal, state, and local laws and regulations.
  - iii. That it will be solely responsible for security of the Premises and for any loss, damage, or destruction thereof.
  - iv. That it will keep the Premises in such repair as at the commencement of the Term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
  - v. That it will not injure, overload, or suffer to be injured or overloaded the Premises or any part thereof.
  - vi. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any applicable local, state, or federal rules or regulations, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Premises.
  
- b. If all or a substantial portion of the Premises is rendered un-tenantable by fire or casualty, and it is reasonably anticipated by WSFD that even though undertaken and pursued with all due diligence, it will require more than six (6) months to repair the Premises, then within twenty-one (21) days after the fire or casualty, City shall send a written notice of its determination to the WSFD. Then either Party may terminate this Agreement as of the date of the fire or casualty by sending the other Party a notice in writing of its election to so terminate within fourteen (14) days after the date of the notice from the City described above. During the period when the Premises are 50% or more un-tenantable due to fire or casualty such that all or a substantial portion of the Premises cannot be occupied or operated for the purposes stated herein, the Rent shall be abated on a prorated basis for the period during which the Premises is un-tenantable.

## 13. Holding Over.

- a. If WSFD, without the consent of City, retains possession of the Premises or any part thereof after termination of the Term, then City can elect to recover possession of the Premises by pursuing its rights under this Agreement or at law. Alternatively, City can elect to retain WSFD on a month-to-month tenancy,

terminable in accordance with law, at a Rent of One and No/100 Dollars (\$1.00) payment monthly at 1<sup>st</sup> of each applicable month.

- b. City shall exercise its election of the above-described alternatives by delivering a written notice thereof to WSFD within thirty (30) days after the first day of WSFD's retention of possession beyond the Term.

**14. Surrender of Possession.** Upon the termination of the Term, WSFD shall immediately surrender the Premises (together with any alterations and improvements) to City in good order, repair and condition, ordinary wear and fire or casualty losses for which WSFD is not responsible excepted, and shall remove all equipment, trade fixtures and other items of WSFD's property from the Premises. WSFD shall pay City upon demand the cost of repairing any damage to the Premises caused by such removal. WSFD shall leave the Premises in its pre-Commencement Date condition, reasonable wear and tear and any approved improvements and alterations excepted. If WSFD fails or refuses to remove WSFD's property from the Premises, WSFD shall be presumed to have abandoned the property and City may dispose of the property without incurring liability, at WSFD's expense.

**15. Compliance with Laws, Ordinances, and Regulations.**

- a. Throughout the Term, WSFD, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations, and requirements of all federal, state, city, and other local governments.
- b. WSFD shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire, and other insurance at any time in force with respect to the Premises.

**16. Default; Termination.**

- a. Events of Default and Termination. Except as otherwise provided herein, this Agreement:
  - i. May be terminated by a Party that elects not to renew this Agreement at the end of the then-current Term by giving written notice to the other Parties at least two (2) years prior to the end of the then-current Term.
  - ii. May be terminated by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days

of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 30-day period, in which case, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such 30-day period, proceeds diligently to fully cure the default and thereafter cures the default; or

- iii. This Agreement shall terminate upon termination of the Contract.
- b. Removal and Restoration. Upon expiration or termination of this Agreement for any reason, WSFD shall remove its equipment, personal property, and any other leasehold improvements from the Premises within ninety (90) days of the date of expiration or termination and shall repair any damage to the Fire Station or Premises caused by such equipment, normal wear and tear excepted; all at WSFD's sole cost and expense, whether removed by WSFD or City. Any equipment or other improvements or property that is not removed by the end of such 90-day period shall, at City's option, become the property of the City. In the event WSFD leaves any personal property, equipment, or improvements on the Premises without City's written consent, WSFD shall reimburse City for the cost of removing and disposing of the same. Notwithstanding anything contained herein to the contrary, the terms and conditions of this subsection shall survive the termination or expiration of this Agreement.
- c. Notice of Termination. The Parties shall give Notice of termination in writing in the manner prescribed in Section 20.d. All rent and other amounts paid for under this Agreement prior to said termination date shall be retained by City; provided, however, if WSFD terminates this Agreement due to City default pursuant to Section 19.a.i. above, City shall reimburse WSFD for the pre-paid, un-earned rent actually paid by WSFD from the date of termination through the end of the then-current lease year. Upon such termination, this Agreement shall be of no further force and effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder.
- d. Limitation of City's Liability. In the event the City is in breach of this Agreement, City's liability for damages to WSFD shall be limited to the actual and direct costs incurred by WSFD as a result of the breach, including equipment removal, relocation or repair, but specifically excluding, among other things, any recovery for securing a replacement site, loss of business or profit, special, compensatory, consequential or related damages to WSFD. Neither Party shall be liable to the other for any interruption in the other Party's service or interference with business or operation of the other, except as may be caused by the willful misconduct of the other Party. Notwithstanding anything in this Agreement to the contrary, the Parties are not waiving their rights, if any, to equitable remedies such as, without limitation, injunctive relief, and specific performance.



## 17. Defense and Indemnification.

- a. WSFD shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, and agents from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the condition, maintenance, use or operation of the Premises, including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Premises, or due directly or indirectly to this Agreement, or the condition, maintenance, use or operation of the Premises by WSFD, WSFD's employees, members, board, officers, agents, volunteers, clients and invitees. The indemnification provision of this Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- b. WSFD knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. WSFD hereby irrevocably waives any and all claims against the City or any of its elected and appointed officials, officers, employees, and agents for any bodily injury (including death), loss or property damage incurred by WSFD as a result of using the Premises, except to the extent such claims arise out of the negligence or willful misconduct of City, and hereby irrevocably releases and discharges the City and any of its officials, employees, or agents from any and all claims of liability, except to the extent such claims arise out of the negligence or willful misconduct of City.
- c. WSFD represents and warrants that its use of the Property herein will not generate and WSFD will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of applicable law. WSFD further agrees to hold City harmless from and indemnify City against any release of any such hazardous substance and any damage, loss, or expense or liability to the extent resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof to the extent any release is caused by the acts of WSFD, its employees or agents. For purposes off this Section, the term "**hazardous substance**" shall be interpreted broadly to mean any substance or material defined or designated as hazardous to toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

- d. The provisions of this Section shall survive termination, expiration, or cancellation of this Agreement.

**18. Insurance.**

- a. Before taking possession of the Premises, WSFD shall secure and maintain insurance from an insurance company authorized to write casualty insurance in the State of Minnesota that will protect itself and City from claims for bodily injury, death or property damage which may arise from WSFD's use of the Premises under this Agreement. WSFD shall have filed a certificate of insurance with the City on or before the Commencement Date. Each certificate of insurance shall contain as additional named insureds the City and its elected and appointed officials, officers, employees, and agents as an additional named insured. Each certificate of insurance and policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days' written notice to the City of intention to cancel.
- b. Unless otherwise specifically waived in writing signed by the City, the required insurance shall not be less than the following:
  - i. Workmen's Compensation and Employer's Liability Insurance: Shall be secured and maintained as required by the State of Minnesota.
  - ii. Public Liability, Personal Injury, and Property Damage:
    - 1. Injury or death of one person - \$2,000,000
    - 2. Injury to more than one person in a single accident - \$2,000,000
    - 3. Property damage - \$2,000,000
  - iii. Automobile and Truck Public Liability, Personal Injury and Property Damage, including Owned and Non-Owned Vehicles:
    - 1. Injury or death of one person - \$2,000,000
    - 2. Injury to more than one person in a single accident - \$2,000,000
    - 3. Property damage - \$2,000,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. In the event the above minimum requirements do not meet the City's maximum tort liability under Minn. Stat. § 466.04, then the City shall be promptly provided with a replacement certificate of insurance that meets or exceeds the City's maximum tort liability under Minn. Stat. § 466.04. Said insurance shall be maintained at all times during the Term.

- 19. Condemnation.** The City shall not seek title or possession of the Premises, or any portion thereof, by eminent domain during the term of this Agreement. In the event the whole of the Property is taken by eminent domain, this Agreement shall terminate as of the date title

to the Property vests in the condemning authority. In event a portion of the Property is taken by eminent domain so as to prevent WSFD's continued use of the Premises under this Agreement, WSFD shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days' written Notice to City. In the event of any taking under the power of eminent domain, WSFD shall not be entitled to any portion of the award paid for the taking and the City shall receive full amount of such award. WSFD hereby expressly waives any right or claim to any portion thereof; all damages, whether awarded as compensation for diminution in value of the leasehold or to fee title of the Property, shall belong to City. WSFD shall have the right to claim and recover from the condemning authority any amounts recoverable by WSFD on account of any and all damage to WSFD's business and any costs or expenses incurred by WSFD in moving/removing its personal property or leasehold improvements. For purposes of this Article, a taking by eminent domain shall include the City's giving of a deed under threat of condemnation.

## 20. Miscellaneous.

- a. Title. City represents and warrants to WSFD as of the Effective Date, and covenants during the Term that City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. City further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting City's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Fire Station by WSFD as set forth above. WSFD acknowledges that this is an agreement to operate, maintain and use the Premises only and that the WSFD does not in any way acquire title to the Premises under this Agreement.
- a. Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
- b. Assignment. WSFD shall not assign its interest in this Agreement and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

- c. Amendments. Any amendments to this Agreement shall be effective only if in writing signed by an authorized representative of both Parties.
- d. Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and be deemed to have been given (a) by hand-delivery, (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (c) when received or rejected by the addressee if sent by United States Postal Service (receipt requested) (“**Notice**”). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

**If to be given to City:**

City of Maple Plain  
Attn: City Administrator  
5050 Independence St.  
Maple Plain, MN 55359

**If to be given to WSFD:**

West Suburban Fire District  
Attn: Fire Chief  
259 N Medina St  
Loretto, MN 55357

With copy to:

Hoff Barry, P.A.  
Attn: City Attorney  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344

With a copy to:

Campbell Knutson, P.A.  
860 Blue Gentian Rd  
Suite 290  
Eagan, MN 55121

- e. Severance and Authority. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

- f. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- g. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Agreement. This Agreement is intended solely for the benefit of City and WSFD and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith.
- i. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the WSFD agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the WSFD and involve transactions relating to this Agreement. The WSFD agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.
- j. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*
- k. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Minnesota.
- l. Venue and Attorneys' Fees. Any court action to enforce the terms, conditions and rights herein shall be brought in Hennepin County District Court. The prevailing Party shall be entitled to recover reasonable costs and reasonable attorney’s fees incurred as a result of such action.
- m. Person; Gender; Number; Section Headings. As used in this Agreement, the word “person” means and includes, where appropriate, an individual, corporation,

partnership, or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

- n. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- o. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- p. Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement.
- q. Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, City and WSFD agree to exchange original signed counterparts in their possession.

*[Remainder of page intentionally left blank; Signature pages and exhibits follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MAPLE PLAIN,**  
a Minnesota municipal corporation

BY: \_\_\_\_\_  
Mayor

AND: \_\_\_\_\_  
City Administrator

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Julie M. Maas-Kusske and Jacob Kolander, the Mayor and the City Administrator, respectively, of the City of Maple Plain, a Minnesota municipal corporation, on behalf of the said municipal corporation.

---

Notary Public

**WEST SUBURBAN FIRE DISTRICT,**  
a Minnesota non-profit corporation

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

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

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_ of West Suburban Fire District, a Minnesota nonprofit corporation, on  
behalf of said nonprofit corporation.

Notary Public

This Instrument Drafted By:  
Hoff Barry, P.A. (SBL)  
100 Prairie Center Drive, Ste. 200  
Eden Prairie, MN 55344



**EXHIBIT A**  
Legal Description of Property

**EXHIBIT B**  
Depiction of Fire Station

## FIRE PROTECTION SERVICES AGREEMENT

**THIS FIRE PROTECTION SERVICES AGREEMENT** (“**Agreement**”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and among WEST SUBURBAN FIRE DISTRICT, a Minnesota non-profit corporation, (“**WSFD**”), CITY OF MAPLE PLAIN, a Minnesota municipal corporation, (“**Maple Plain**”) and city of INDEPENDENCE, Minnesota municipal corporation (“**Independence**”; Maple Plain and Independence sometimes individual a “**City**” and collectively “**Cities**”; Cities and WSFD sometimes individually a “**Party**” and collectively “**Parties**”).

**WHEREAS**, Maple Plain operates the Maple Plain Volunteer Fire Department and by that *Agreement Establishing the Maple Plain-Independence Fire Services Partnership Between Maple Plain and Independence*, dated December 31, 2002 (“**Partnership Contract**”) provides and other emergency services for the Cities in the Fire Service Area, depicted on attached Exhibit A (“**Fire Service Area**”); and

**WHEREAS**, the Maple Plain Volunteer Fire Department shall cease operations and the Partnership Contract will terminate effective December 31, 2025; and

**WHEREAS**, the Cities desire to contract with WSFD for firefighting, fire inspection, fire suppression and fire prevention, emergency incident management, rescue, emergency medical services, and hazardous materials response within the Fire Service Area (“**Fire Services**”); and

**WHEREAS**, on \_\_\_\_\_ 2025, Maple Plain and WSFD entered into that Lease Agreement (“**Lease Agreement**”), which Lease Agreement provides the terms and conditions related to WSFD’s lease of the fire station located at 1645 Pioneer Ave, Maple Plain, MN 55359; and

**WHEREAS**, Maple Plain is the owner of that fire equipment listed on attached Exhibit B (“**Maple Plain Equipment**”); and

**WHEREAS**, the Cities desire to receive and WSFD desires to provide Fire Services in the Fire Service Area by entering into this Agreement.

**NOW, THEREFORE**, the Parties, for good and valuable consideration and the terms and obligations herein, agree as follows:

1. **Incorporation.** The above recitals and all attached exhibits are a material part of this Agreement and are incorporated herein.
2. **Term.** This Agreement shall be effective as of the Effective Date. The term of this Agreement will commence on January 1, 2026 (the “**Commencement Date**”), and will expire on December 31, 2030, unless terminated sooner, renewed, or extended in accordance with this Agreement (the “**Initial Term**”). Thereafter, this Agreement shall

automatically be renewed for five (5) year renewal terms (each a “**Renewal Term**”; Initial Term and Renewal Term sometimes individually a “**Term**”) unless a Party elects not to renew this Agreement as provided for in Section 7.a.i.

### 3. **Service Provided.**

- a. Generally. During the Initial Term of this Agreement, and during any extended or Renewal Term, WSFD shall provide Fire Services in the Fire Service Area whenever notified and dispatched and shall employ its best efforts to protect and save life and property from destruction by fire or medical emergency. The level of services rendered, standards of performance, hiring and discipline of personnel, and all matters related to WSFD policies, procedures, rules, and regulations shall be consistent with the policies, standard operating procedures, and historic levels of service provided by WSFD. The delivery and performance of such services shall remain within the sole discretion and control of WSFD.
- b. Reports. WSFD shall provide an annual report to each City that reflects the most recent previous year history of fire and emergency medical response calls in the Fire Service Area. In addition, WSFD shall provide the Cities monthly reports reflecting the previous month’s fire and emergency medical response calls in the Fire Service Area.
- c. Equipment. Except as otherwise provided in this Agreement, WSFD shall purchase, own, or lease, and, in all events, maintain in good order and repair such firefighting apparatus and equipment as may be necessary and suitable for provision of Fire Services in the Fire Service Area.
- d. Call Priority. All decisions concerning call priority shall be made in the sole discretion of the WSFD Fire Chief or other WSFD officer who may be in charge in the absence of the WSFD Fire Chief. Nothing in this Agreement shall be construed as requiring WSFD to respond to a call when all available equipment and personnel are responding to a previously reported call.
- e. Mutual Aid Service. This Agreement shall not be construed as limiting in any way WSFD’s provision of mutual aid services, provided however that such service shall be furnished as soon as reasonably possible without jeopardizing WSFD’s ability to respond to a call for Fire Service in the Fire Service Area.

### 4. **Staffing.**

- a. Generally. Personnel assigned to provide Fire Services shall be officers and firefighter members of WSFD. Unless otherwise provided in this Agreement, all

obligations with respect to Workers’ Compensation, retirement payments and benefits, withholding tax, and insurance for each WSFD member or volunteer firefighter shall be the responsibility of WSFD and the Cities shall not be required to provide any of the foregoing compensation or non-wage benefits. WSFD and its members, employees, and agents are independent contractors of the Cities. The City and WSFD agree that WSFD shall not at any time or in any manner represent that WSFD or any of its members, employees, or agents are agents or employees of the Cities, and WSFD shall be solely responsible for timely payment of all taxes, Workers’ Compensation benefits, and compensation for injuries to its members, employees, and agents while performing their duties.

- b. Maple Plain Firefighters. WSFD agrees that it shall offer membership to all active firefighters of the Maple Plain Volunteer Fire Department listed on attached Exhibit C provided that the Maple Plain Volunteer Fire Department member meets the minimum qualifications for membership as set by the WSFD (“**Maple Plain Firefighters**”). Beginning on the Commencement Date, all Maple Plain Firefighters that have accepted a position with WSFD shall become active firefighters of the WSFD and shall be subject to the same rules, regulations, and control as all other WSFD personnel. All Maple Plain Firefighters shall be subject to a one (1) year probationary period starting on the Commencement Date.

Notwithstanding Section 4a, Maple Plain and Independence shall make an annual contribution to WSFD’s PERA retirement account for five (5) years after the Commencement Date in order to cover all costs associated with the higher pension program (the “**Annual Contributions**”). The Annual Contributions shall be \$3,626.27 per Maple Plain Firefighter that has accepted a position and is retained by WSFD on the Commencement Date. The per Maple Plain Firefighter amount shall be paid annually based on the actual Maple Plain Firefighters that are retained by WSFD as of January 1 of the respective year. Maple Plain and Independence shall evenly share the Annual Contributions being separately responsible for fifty percent (50%). Once all Annual Contributions have been paid for the five (5) years after Commencement Date, WSFD shall be solely responsible for all subsequent retirement payments and benefits for the Maple Plain Firefighters in accordance with Section 4a including during any Renewal Terms.

5. **Cost of Service.**

- a. Determination of Cost for Fire Services. The Cities cost for Fire Services (“**Costs**”) shall be determined by the following formula for each calendar year during the Term with the estimated market value of all properties that are not tax-exempt within the fire services areas of the WSFD will determine fifty percent

(50% ) of the Costs, and average usage of contracted fire services by WSFD over the three (3) most recent calendar years will determine fifty percent (50%) of the Costs.

- 1) The WSFD 2026 budget amount and formula for Costs is attached hereto as Exhibit D. The WSFD budget and formula for Costs shall be updated yearly by WSFD.
  - 2) Based on the Cities contracting for Fire Services, the existing contracted entities have a projected Costs increase for 2026. That increase for 2026 is \$25,155.26, identified as “FORMULA PLUS” on attached Exhibit D (“**Plus Amount**”). The Cities agree to pay the Plus Amount, in an amount determined each year by the Parties using the formula on attached Exhibit D, during the Initial Term in yearly installments as follows: one hundred percent (100%) of the Plus Amount for the years 2026 and 2027; Seventy-five percent (75%) of the Plus Amount for the year 2028; Fifty percent (50%) of the Plus Amount for the year 2029; and Twenty-five percent (25%) of the Plus Amount for the year 2030.
  - 3) The allocated Costs and Plus Amount shall be payable in monthly installments or, upon mutual agreement of WSFD and a City, in quarterly installments. A City may prepay all or part of the allocated Costs.
  - 4) The estimated market value for the WSFD fire service area is based on the estimated market value of all properties that are not tax-exempt within the WSFD fire service area for the year immediately preceding the budget year. The source of estimated market value shall be amounts compiled by the office of the Hennepin County Assessor and provided to WSFD by the Cities and other entities contracting with WSFD prior to July 1 of each year during the Term.
  - 5) Level of service usage calculations shall be determined by the number of fire, emergency medical and rescue, and mutual aid calls responded by WSFD, measured by personnel hours expended, using a 3-year trailing average.
- b. One-Time Cost. Within thirty (30) days of the Commencement Date, the Cities shall pay WSFD a one-time payment of approximately \$37,000.00 for uniforms, truck decals, and related equipment necessary for the Maple Plain Firefighters to operate as WSFD firefighters (the “**Equipment Cost**”). Independence and Maple Plain shall each be responsible for fifty percent (50%) of the Equipment Cost. WSFD agrees that the Equipment Cost is a one-time payment and that unless

otherwise described in this Agreement any subsequent charges for uniforms, truck decals, and related equipment shall be the sole responsibility of WSFD.

- c. Apparatus Cost. The Parties agree to pay for the cost of a new engine, the cost of which will be determined by WSFD in a total amount that shall not exceed \$1,500,000.00 unless agreed upon on writing by the Parties, in the following manner: (i) WSFD shall be responsible for fifty percent (50%) of the cost; (ii) Maple Plain shall be responsible for twenty-five percent (25%) of the cost; and (iii) Independence shall be responsible for twenty-five percent (25%) of the cost. The cost responsibility of the Cities may be financed or paid at the time the tanker truck is put into service.

## 6. Maple Plain Equipment.

- a. Relinquishment. In consideration of this Agreement and for the purposes of providing Fire Services, Maple Plain agrees to relinquish to WSFD and WSFD agrees to accept from Maple Plain the Maple Plain Equipment, subject to the terms and conditions of this section.
- b. Title. Maple Plain represents and warrants to WSFD that Maple Plain is seized of good and sufficient title and interest to the Maple Plain Equipment and has full authority to enter into and execute this Agreement. Maple Plain further covenants there are no liens, judgments, or impediments of title on the Equipment, or affecting Maple Plain's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use of the Maple Plain Equipment by WSFD as set forth herein.
- c. Delivery. The Maple Plain Equipment shall be available for pick-up and delivery as of the Commencement Date. WSFD shall be responsible for all pick-up and delivery of the Maple Plain Equipment and all costs and fees associated therewith. At the time of delivery, Maple Plain shall transfer any title or other ownership documents to WSFD and the Maple Plain Equipment shall become the sole property of WSFD.
- d. "As-Is". Except as provided in Section 6.e. below, the Maple Plain Equipment is being given to WSFD and WSFD accepts the Equipment "as-is" with no warranty or guarantee as to its condition and/or suitability for any particular purpose.
- e. The Cities agree to provide a limited warranty until December 31, 2027 for all vehicles that are part of the Maple Plain Equipment and transferred to WSFD ("**Warranty**"). The Warranty will cover any repairs greater than \$25,000 that do not have insurance coverage or is part of an accident repair, to be shared by the Parties as follows: (i) WSFD will be responsible for fifty percent (50%) of the actual cost of repair; and (ii) the Cities will be responsible for fifty percent (50%)

of the actual cost of repair. WSFD may send an invoice to the Cities for its share of the actual cost of repair along with supporting data related to such repair, which will be paid by the Cities within 30 days of invoice receipt.

## 7. **Termination.**

- a. Events of Termination. Except as otherwise provided herein, this Agreement:
  - i. May be terminated by a Party that elects not to renew this Agreement at the end of the then-current Term by giving written notice to the other Parties at least two (2) years prior to the end of the then-current Term.
  - ii. May be terminated for cause by any Party upon a default of any covenant or term hereof by another Party, which default is not cured within ninety (90) days of receipt of written Notice of default to the other Party, unless such default may not reasonably be cured within a 90-day period, in which case, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such 90-day period, proceeds diligently to fully cure the default and thereafter cures the default.
  - iii. Maple Plain and WSFD have also entered into the Lease Agreement for use by the WSFD to provide Fire Services. If for any reason Maple Plain terminates that Lease Agreement, then the WSFD may elect to terminate this Agreement upon ninety (90) days written notice unless Maple Plain provides alternate fire station facilities acceptable to the WSFD in its sole discretion, which shall not be unreasonable withheld or delayed.
- b. Notice of Termination. The Parties shall give Notice of termination in writing in the manner prescribed in Section 10d. Upon such termination, this Agreement shall be of no further force and effect except to the extent of the representations, warranties, and indemnities made by each Party to the others hereunder.

8. **Defense and Indemnification.** WSFD agrees to indemnify, defend, and hold harmless each City and its elected officials, officers, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, fines, penalties, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from negligence, willful misconduct, or other fault of WSFD or its employees, agents, or officers in the execution or performance of this Agreement, provided the same is not due to the negligence or willful misconduct of the City. The indemnification obligations of this paragraph shall survive the termination or expiration of this Agreement.

## 9. **Insurance.**



- a. Workers' Compensation. WSFD must maintain Workers' Compensation insurance no less than the minimum limits required by Applicable Law. The policy shall also provide Employer's Liability coverage with limits of \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, for each employee.
- b. Commercial Liability. WSFD shall provide to each City, upon the Commencement Date, and maintain, at all times, a Commercial General Liability Coverage Certificate of Insurance with limits of at least \$2,000,000 for each person and each occurrence, for both personal injury and property damage.
- c. Additional Insured - Certificate of Insurance; Coverage. WSFD shall provide evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes all coverage required in this Section with an AM Best rating of no less than A-VII. WSFD shall include each City as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability Policy. Further, in the event the above minimum requirements do not meet a City's maximum tort liability under Minn. Stat. § 466.04, then the City shall be promptly provided with a replacement Certificate of Insurance that meets or exceeds the City's maximum tort liability under Minn. Stat. § 466.04. Said insurance shall be maintained at all times.

#### 10. **Miscellaneous.**

- a. Entire Agreement. This Agreement sets forth the entire, final, and complete understanding between the Parties hereto relevant to the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, relevant to the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by all Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
- b. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third-party without the prior written approval of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall inure to the benefit of any assignee, unless such assignment shall have been made in accordance with this Section.

- c. Amendments. Any amendments to this Agreement shall be effective only if in writing signed by an authorized representative of all Parties.
- d. Notice. Unless explicitly set forth to the contrary herein, all notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing and be deemed to have been given (a) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (b) when received or rejected by the addressee if sent by United States Postal Service (receipt requested) (“**Notice**”). A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

**If to be given to Maple Plain:**

City of Maple Plain  
Attn: City Administrator  
5050 Independence St.  
Maple Plain, MN 55359

With copy to:

Hoff Barry, P.A.  
Attn: City Attorney  
100 Prairie Center Drive, Suite 200  
Eden Prairie, MN 55344

**If to be given to Independence:**

City of Independence  
Attn: City Administrator  
1920 County Road 90  
Independence, MN 55359

**If to be given to WSFD:**

West Suburban Fire District  
Attn: Fire Chief  
259 N Medina St  
Loretto, MN 55357

With a copy to:

Campbell Knutson, P.A.  
860 Blue Gentian Rd  
Suite 290  
Eagan, MN 55121

- e. Severance and Authority. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. In the event that a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect. Each of the Parties hereto warrants to the others that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- f. Governing Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the state of Minnesota.
- g. Venue and Attorneys' Fees. Any court action to enforce the terms, conditions and rights herein shall be brought in Hennepin County District Court. The prevailing Party shall be entitled to recover reasonable costs and reasonable attorney's fees incurred as a result of such action.
- h. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- i. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- j. No Waiver. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of

any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

- k. Survival. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- l. Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.
- m. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- n. Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Independence, Maple Plain, and WSFD agree to exchange original signed counterparts in their possession.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MAPLE PLAIN,**  
a Minnesota municipal corporation

BY: \_\_\_\_\_  
Mayor

AND: \_\_\_\_\_  
City Administrator

**CITY OF INDEPENDENCE,**  
a Minnesota municipal corporation

BY: \_\_\_\_\_  
Mayor

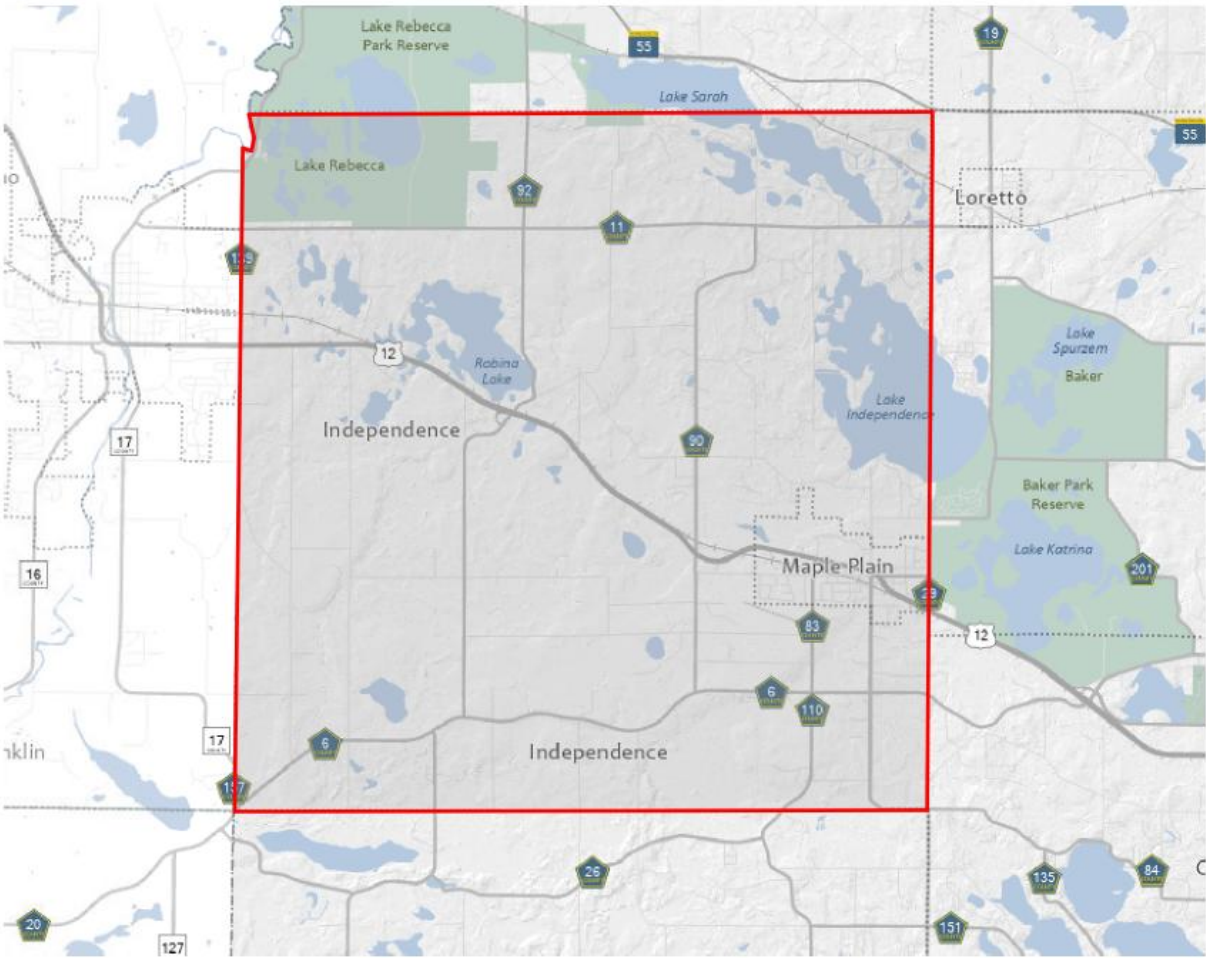
AND: \_\_\_\_\_  
City Administrator

**WEST SUBURBAN FIRE DISTRICT,**  
a Minnesota non-profit corporation

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

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

**EXHIBIT A**  
Fire Service Area



**EXHIBIT B**  
Maple Plain Equipment

Date/Time Printed: 12/2/2025 6:26:54 PM

Auto Schedule For: MAPLE PLAIN, CITY OF

Old #	#	Year	Make	Model	Body Type	Value	VIN	Phys. Dmg	APD+	Opt. Use
1	1	1958	FWD	FIRE TRUCK	HF	\$15,000	TBD	Y	N	
3	3	1990	PETERBILT	FIRE TRUCK	HF	\$250,000	0404	Y	N	ENGINE 11
4	4	1996	PETERBILT	RESCUE TRK	AMB	\$225,000	5124	Y	N	RESCUE 11
5	5	2002	PIERCE	LADDER TRK	HF	\$600,000	2524	Y	N	AERIAL 11
7	7	2009	RESCUE	AMBULANCE	AMB	\$515,000	9857	Y	N	ENGINE 12
9	9	2013	CHEVY	SUBURBAN	LF	\$38,693	6085	Y	N	LIGHT RESCUE
11	11	2016	GMC	SIERRA	LF	\$31,426	0175	Y	N	UTILITY 11
13	13	2020	PETERBILT	348	HF	\$288,000	2NP3LJ9X4L M688286	Y	Y	TANKER 11
14	14	2000	KENSWORTH	TRUCK	HF	\$100,000	844176	Y	N	TANKER 12
15	15	0	TBD	TRAILER	TRLR	\$5,000	1MDBYVK18 HB314842	Y	N	TRAILER FOR BOAT
16	16	2024	POLARIS	RANGER	LF	\$100,000	3NSX6W1R2 RM400048	Y	Y	FIRE GRASS RIG
17	17	2023	TIMP	TRAILOR	TRLR	\$10,000	1TDUJ22326 PB001091	Y	N	TRAILOR FOR POLARIS GRASS RIG
18	18	2015	CHEVROLET	TAHOE SPECIAL	LF	\$22,000	1GNSK3EC8 FR525598	Y	Y	



**EXHIBIT C**

## List of Maple Plain Volunteer Fire Department Firefighters

<b>Last Name</b>	<b>First Name</b>
CHRISTENSON	ZACHARY
COUSER	BRADLEY
DENNESON	RICHARD
DENNESON	TROY
DOYLE	BRIAN
DOYLE	CHRISTOPHER
DOYLE	JOSEPH
FELTON	PATRICK
HARTMANN	SCOTT
HEITZ	JESSI
MC COY	JAY
MC COY	RAYMOND
MCCONN	THOMAS
MCCOY	JUSTIN
MCGINTY	EDWARD
MCKOWN	LUCAS
MOHS	HOLDEN
RUBIN	ADAM
SOUKUP	AUBREY
LISKA	JOSHUA

**EXHIBIT D**  
WSFD 2026 Budget Amount and Formula for Costs

2025 Contract City Amounts  
Cities Budget Amount \$1,866,070.00 \$ 1,866,070.00 \$ 933,035.00

Operation and Capital Budgets		2025	%
Contract Area			
Loretto	100,716,000		1.73%
Greenfield	263,887,900		4.32%
Corcoran	1,173,751,000		20.12%
Medina	2,656,914,300		45.54%
Independence	1,334,992,700		22.88%
Maple Plain	303,788,700		5.21%
	5,834,051,600		100.00%

Call Hours	2022	2023	2024	Total	Usage
Loretto	396	912	763	2071	7.40%
Greenfield	627	670	405	1702	6.08%
Corcoran	1029	1212	1056	3297	11.78%
Medina	2996	3895	3584	10475	37.41%
Independence	1994	1880	1724	5598	19.99%
Maple Plain	1588	1725	1542	4855	17.34%
				27998	

Contract Area	Market Value	%	Contract Area	Call Hours	Usage
Loretto	\$16,107.43	1.73%	Loretto	\$69,016.20	7.40%
Greenfield	\$42,203.37	4.52%	Greenfield	\$56,719.25	6.08%
Corcoran	\$187,717.02	20.12%	Corcoran	\$109,872.72	11.78%
Medina	\$424,918.09	45.54%	Medina	\$349,079.99	37.41%
Independence	\$213,504.27	22.88%	Independence	\$186,553.68	19.99%
Maple Plain	\$48,584.83	5.21%	Maple Plain	\$161,793.16	17.34%
	\$933,035.00			\$933,035.00	

Actual Payments to F	MV	CH	2026 Amount	2025 Amount	NEW 2026 Amount	OLD 2026	NEW Increase	OLD Increase/Decrease	FORMULA PLUS
Loretto	\$16,107.43	\$69,016.20	\$85,123.62	\$67,402.83	\$85,123.62	\$85,579.44	\$17,720.79	\$18,176.61	20.8%
Greenfield	\$42,203.37	\$56,719.25	\$98,922.62	\$88,860.59	\$98,922.62	\$97,724.69	\$10,062.03	\$8,864.10	10.2%
Corcoran	\$187,717.02	\$109,872.72	\$297,589.74	\$234,460.05	\$297,589.74	\$289,516.54	\$63,179.69	\$55,056.49	21.2%
**Medina**	\$424,918.09	\$349,079.99	\$773,998.08	\$639,599.13	\$773,998.08	\$757,658.13	\$134,398.95	\$118,059.00	17.4%
Independence	\$213,504.27	\$186,553.68	\$400,057.95	\$382,226.39	\$400,057.95	\$144,521.20	\$17,831.56	(\$237,705.19)	
Maple Plain	\$48,584.83	\$161,793.16	\$210,377.99	\$206,080.00	\$210,377.99		\$4,297.99	(\$206,080.00)	
	\$933,035.00	\$933,035.00	\$1,866,070.00	\$1,160,000.00	\$1,866,070.00	\$1,375,000.00	\$247,441.01		13.3%

\*\* City of Medina - \$79,996.00 Additional for Capital reimbursement \*\*

	NEWFIRE	FORMULA	PENSION	FORMULA PLUS
MAPLE PLAIN	\$256,702.80	\$210,377.99	\$ 36,262.70	\$10,062.10
INDEPENDENCE	\$451,413.80	\$400,057.95	\$ 36,262.70	\$15,093.16

3626.27 20 72525.4 Pension



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Fire Pension Discussion
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion & Direction

**Summary:**

When PERA provided estimated payouts for the Statewide Volunteer Firefighter (SVF) Plan, it was discovered that members under age 50 would face a 6% reduction for each year below 50. Fire Department members were unaware of this provision, and because the department is consolidating, they will not have the option to leave funds in the plan until reaching age 50. This results in payouts being less than the expected calculation of years of service multiplied by the current benefit level of \$4,300, creating an excess that would then be redistributed to members over 50. After multiple meetings with PERA and the Executive Director of Investments and Pensions, the recommended course of action is to appeal the existing resolution to stop termination and payouts. In the first quarter of next year, a new resolution would be introduced, working jointly with the Fire Relief Association, to terminate the SVF plan and return funds to the Fire Relief, which would then determine the method of distribution.

I am seeing council direction, as I would like to have this resolution appealed at the December 15<sup>th</sup> Council Business Meeting.



**CITY OF MAPLE PLAIN**

**RESOLUTION NO. TBD**

**A RESOLUTION APPEALING RESOLUTION NO. 2025-0922-01 AND DIRECTING  
THE EXECUTIVE DIRECTOR TO WITHHOLD PAYOUTS**

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**WHEREAS**, on September 22, 2025, the City Council adopted Resolution No. 2025-0922-01, opting to cease participation in the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

**WHEREAS**, the City Council now seeks to appeal and reconsider said resolution to ensure compliance with statutory requirements, financial prudence, and equitable treatment of all affected parties; and

**WHEREAS**, the City Council finds it necessary to temporarily suspend any disbursement of benefits or payouts related to the termination of the Statewide Volunteer Firefighter Plan until such appeal and review are completed; and

**WHEREAS**, the Executive Director of PERA is hereby directed to withhold any payments or benefit distributions associated with Resolution No. 2025-0922-01 until further written authorization from the City Council;

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
MAPLE PLAIN, MINNESOTA:**

1. The City Council formally appeals Resolution No. 2025-0922-01 and initiates a review of all related financial and legal implications.
2. The Executive Director of PERA shall not process or release any payouts or benefits under the Statewide Volunteer Firefighter Plan for the City of Maple Plain until the City Council issues a subsequent resolution authorizing such action.
3. This resolution shall take effect immediately upon adoption and remain in force until rescinded or superseded by further Council action.

**Adopted by the City Council of the City of Maple Plain this December 15, 2025.**

**BY:**

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Julie M. Maas-Kusske, Mayor

**ATTEST:**

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Jacob Schillander, City Administrator



## Executive Summary

### City Council Workshop

<b>AGENDA ITEM:</b>	Ordinance 344- Amending Chapter 4, Article 4 - Mobile Food Units
<b>PREPARED BY:</b>	Kevin Larson, Assistant City Administrator
<b>RECOMMENDED ACTION: Discussion</b>	

#### Summary

The proposed amendments to Chapter 4, Article 4 modernize how Maple Plain regulates mobile food units. The current ordinance primarily focuses on vending in public streets and rights-of-way, leaving ambiguity around food truck operations on private property that is open to the public. Whether on public streets or private lots accessible to the public, the revisions address this gap by clearly extending the Code's applicability to all mobile food units operating within city limits.

These updates ensure the City can verify compliance with health, safety, and insurance standards while maintaining reliable contact information for enforcement and complaint resolution.

A new 300-foot proximity standard between mobile food units and brick-and-mortar restaurants. This provision is intended to support the long-term stability of local businesses while still allowing food trucks to operate with written consent or during City-approved special events.

These revisions bring Maple Plain's mobile food unit regulations up to current industry and legal standards, clarify expectations for operators, and provide the City with consistent and enforceable regulatory tools.

#### Areas addressed for the potential changes

1. Applicability (Public vs. Private Property)
2. Registration Requirements
3. Proximity Restrictions

#### Proposed Alterations

##### Sec. 4-99. - Definitions.

Updates this section by replacing outdated "vehicle" terminology with "mobile food unit," aligning the Code with modern industry standards. The revised definition broadens the scope to include both

motorized and non-motorized units operating on public streets or on private property open to the public.

**Sec. 4-100. - Requirements.**

Expands applicability beyond public streets to all mobile food units operating anywhere within city limits, including private property open to the public. The updated section clearly identifies exemptions, such as delivery vehicles, government-operated units, and operations occurring on private property for events not open to the public.

**Sec. 4-104. - Insurance requirements.**

Specifies that all mobile food unit operators must maintain a minimum of \$1,000,000 in general liability insurance and provide proof of insurance immediately upon request.

**Sec. 4-106. - Registration requirements**

Modernizes registration procedures to improve compliance and oversight. Updates include requiring:

- A permit fee under the City's fee schedule;
- Proof of a valid Hennepin County or Minnesota Department of Health mobile food license;
- Proof of insurance;
- Written consent from private property owners when operating on private property open to the public.

The section also authorizes the City Administrator to suspend or revoke a registration for violations and requires operators to prominently display their registration badge.

**Sec. 4-109. – Proximity to Brick-and-Mortar Restaurants.**

Creates a 300-foot buffer between mobile food units and brick-and-mortar restaurants to protect established businesses and promote commercial district stability. Exceptions are allowed with written consent from the affected restaurant or when operating under a City-approved special event permit.

**Sec. 4-110. – Violations and Penalties.**

Establishes the City's authority to inspect mobile food units and outlines enforcement actions, which may include administrative fines or suspension or revocation of registration. Violations are treated as administrative offenses subject to penalties set by City Council resolution.

**Council Direction**

Staff is looking for Council to provide direction to either keep the code framework as is or consider amending code with some (or all) of these adjustments.

**Exhibits**

- A. Ordinance No. 344 Amending City Code Chapter 4, Article 4 - Food Truck

# ORDINANCE NO. 344

## CITY OF MAPLE PLAIN

### AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE CHAPTER 4, ARTICLE 4 REGARDING MOBILE FOOD UNITS

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

**SECTION 1. AMENDMENT.** The Maple Plain City Code Chapter 4, Article 4 is hereby replaced in its entirety as follows:

#### ARTICLE 4. - SOLICITING AND VENDING BY CATERING FOOD VEHICLES

##### Sec. 4-99. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Operator* ~~means. The operator of a vehicle is~~ anyone who is ~~charged with the responsibility~~ responsible for driving or otherwise operating a ~~vehicle~~ mobile food unit.

*Owner* means the registered owner of the ~~vehicle~~ mobile food unit used for vending, or the person, firm, or corporation who owns or controls the vending business.

~~*Vehicle-Mobile food unit* means any mobile unit being used on public streets for the vending or soliciting of sales of foods or confections, motorized or non-motorized mobile food unit, catering food vehicle, or food truck used to prepare, serve, or sell food, beverages, or confections to the public, whether located on a public street, public right-of-way, or on private property open to the public.~~

*Vending, dispensing or soliciting* means the act of selling, offering for sale, or in any manner distributing or dispensing confections or other goods directly or indirectly from a ~~vehicle~~ mobile food unit to persons in the vicinity of the ~~vehicle~~ mobile food unit.

(Code 1980, § 42.02; Code 2015, § 111.26)

##### Sec. 4-100. - Requirements.

No owner or operator of any ~~catering food vehicles~~ ~~vehicle or~~ mobile food unit as defined in section 4-99, which is used for ~~on-street soliciting for~~ the sale of or the vending of ~~confections or other goods directly from the vehicle~~ food, beverages, or confections on public or private property, shall engage in ~~the such~~ activity ~~of on-street soliciting, dispensing, or vending~~ unless the provisions of this article are met. This section shall not apply to persons using vehicles for the delivery of goods or services



directly to home or establishments where the goods are taken by the operator of the vehicle onto private property for delivery, nor shall it apply to the operation of any political subdivision or unit of government.

This article applies to all mobile food units operating within the city limits, including those on private property open to the public, and shall not apply to delivery services, ~~or~~ government-operated vehicles, or mobile food units operating on private property for a private event not open to the public.

(Code 1980, § 42.01; Code 2015, § 111.25)

#### **Sec. 4-101. - Hours.**

##### **modified**

No person shall carry on the activity of soliciting, dispensing, or vending any foods or confections except between the hours of 1:00 p.m. and 4:30 p.m. and 6:00 p.m. to either dusk or 9:00 p.m., whichever comes earlier and as approved by the City Administrator or City Council. City Council approved events, assemblies and similar activities will not be limited to the hours prescribed within this section.

(Code 1980, § 42.03; Code 2015, § 111.27; Ord. No. 305A, § 3, 1-27-2020; Ord. No. 325, § 1, 12-27-2023)

#### **Sec. 4-102. - Routes.**

- a. More than ten days before commencing operation, the vendor shall file with the Director of West Hennepin Public Safety proposed routes over which the vehicles will travel each day within the City. The vendor shall follow the routes while operating within the City. Proposed route changes shall be filed with the Director of West Hennepin Public Safety at least ten days in advance of making the changes.
- b. Only routes which will minimize the hazards to persons who may be customers of the vehicles and which will minimize traffic hazards in the City shall be approved. The City Council, or its duly authorized representative, will indicate certain streets upon which vending or soliciting under this article is entirely prohibited. The streets will be those heavily traveled streets whereon the selling would constitute a per se hazard to customers' safety or to the safety of other vehicles or persons.

(Code 1980, § 42.04; Code 2015, § 111.28)

#### **Sec. 4-103. - Stopping; intersections and curbs.**

- a. Operators of vehicles-mobile food units under this article shall not stop to sell goods therefrom within 100 feet of any intersection or alleyway.
- b. Operators of vehicles-mobile food units under this article, when stopping the vehicles-mobile food unit to sell goods, must stop in a manner such that the curbside of the

vehicles is no more than two feet from that curb, or when there is no curb, no more than two feet from the edge of the street or roadway.

- c. Operators of ~~vehicles~~ mobile food units under this article shall sell goods only from the curbside of ~~vehicle~~ mobile food unit. The operator is responsible for preventing the development of a waiting line or accumulation of customers on any side other than the curbside of the ~~vehicle~~ mobile food unit.

(Code 1980, § 42.05; Code 2015, § 111.29)

#### **Sec. 4-104. - Insurance requirements.**

Every owner or operator of ~~vehicles~~ a mobile food unit under this article shall maintain a policy of general liability insurance in the amount of at least ~~\$100,000.00~~ \$1,000,000.00 per occurrence. The policy must cover claims for bodily injury and property damage which may arise from or in connection with the operation. Proof of insurance must be provided immediately on request. ~~for single injuries and \$200,000.00 for each accident, together with at least \$10,000.00 property damage insurance coverage.~~

(Code 1980, § 42.06; Code 2015, § 111.30)

#### **Sec. 4-105. - Safety requirements.**

- a. Each motorized mobile food unit ~~vehicle~~ under this article must be equipped with, and must continually use while vending, flashing lights on both front and rear of the vehicle. The lights must be clearly visible to oncoming cars in full daylight.
- b. Every motorized ~~vehicle~~ mobile food unit, while carrying on a vending operation, shall be attended by at least two persons, one of whom will have the following specific duties: For the full period during which the ~~vehicle~~ mobile food unit is stopped for vending, or which is stopped in such a manner or place as to reasonably cause others to believe that it is proposing to engage in vending operations, the person shall stand alongside the ~~vehicle~~ mobile food unit in such a manner as to be able to observe traffic coming from all directions and also crossing the street by minors in the immediate vicinity of the ~~vehicle~~ mobile food unit. The person shall give adequate warning to both vehicles and minors so as to avoid accident or injury to the minors. The person shall, if necessary, carry the signal or warning device as will enable said person to give adequate warning.

(Code 1980, § 42.07; Code 2015, § 111.31)

#### **Sec. 4-106. - Registration requirements.**

- ~~a.~~ In order to aid the City in contacting the owner or operator of ~~vehicles under this article~~ a food vehicle or mobile food unit and to ~~aid the owner or operator with problems of theft or vandalism~~ verify compliance with health and safety standards, the owner or following requirements must be met:

~~b.a.~~ The operator of each ~~vehicle under this article~~ ~~food vehicle or mobile food unit~~, whether operating on public or private property open to the public, must register with the City Administrator before beginning vending operations within the City.

Registration shall be on forms provided by the City Administrator and shall include:

~~1. The registration will~~shall be on forms provided by the City Administrator, which and shall give the following information~~include:~~

- (1) Name and description of the registrant, and whether the registrant is a sole proprietorship, partnership, or corporation;
- (2) Permanent home address and full local address of the registrant;
- (3) A brief description of the nature of the business, the goods to be sold, and the registrant's method of operation;
- (4) If employed, the name and address of the registrant's employer and credentials establishing the exact employment relationship;
- (5) The length of time which the registrant intends to do business in the City, with the approximate dates;
- (6) A photograph of the registrant taken within 60 days immediately prior to the date of filing of the application, which picture shall be two inches by two inches, showing the head and shoulders of the registrant in a clear and distinguishable manner;
- (7) A description of the vehicle to be used, together with the license number of the vehicle, or other means of identification;
- (8) If the owner of the vehicle is other than the operator, the name and permanent and temporary address of the owner; and
- (9) A description, including verification, of the license given to the operator or to the operator's employer or to the owner of the vehicle by the Minnesota Commissioner of Agriculture authorizing the licensee to sell food as required under Minn. Stats. § 28A.04, as it may be amended from time to time.
- (10) Each applicant shall pay a non-refundable permit fee as established in the City's adopted fee schedule.
- (11) Proof of a valid Hennepin County or Minnesota Department of Health license for mobile food operations;
- ~~(9)(12)~~ Evidence of general liability insurance of not less than \$1,000,000 per occurrence;Proof of insurance;
- ~~(10)(13)~~ Written consent from the private property owner if the mobile food unit operates on private property open to the public.

~~e.b.~~ The City Administrator will issue to each registrant a registration badge or certificate with the name, address, and the picture of the operator contained on the face thereof, and may also suspend or revoke the registration for violations of this article. Each operator must display the badge in a prominent, visible place on the vehicle.

(Code 1980, § 42.08; Code 2015, § 111.32)

#### **Sec. 4-107. - Prevention of littering.**

Every vehicle under this article must have a rubbish container located on the curbside of the vehicle, which is adequate to contain any food wrappers discarded by the customers purchasing food from the vehicle. The operator is required to request the customers discarding food wrappers immediately after purchase, to place the wrappers in the rubbish container. The operator is required to collect and deposit in the container any wrappers dropped or improperly discarded in the operator's presence.

(Code 1980, § 42.09; Code 2015, § 111.33)

#### **Sec. 4-108. - Loud noise prohibited.**

No operator or person accompanying the operator of a vehicle under this article shall call attention to their business by crying out, blowing a horn, ringing a bell, playing music, or any other noises; provided, however, that the ringing of a bell or the playing of music is permissible for no more than a period of ten seconds in each minute, during the times in which the operator is authorized to vend under [section 4-101](#). Provided further that the ringing of a bell or playing of music is of a moderate volume and not raucous in nature.

(Code 1980, § 42.10; Code 2015, § 111.34)

#### **Sec. 4-109. – Proximity to Brick-and-Mortar Restaurants. (New Section)**

- a. No food vehicle, catering food vehicle, or mobile food unit shall operate or park for the purpose of selling food or beverages within three hundred (300) feet of the main public entrance of any restaurant or food establishment located in a permanent building, unless:
  - 1. The owner or manager of the any such restaurant or food establishment provides written consent; or
  - 2. The operation occurs under a city-approved special event permit.
- b. This distance shall be measured from the closest point of the food vehicle to the nearest public entrance of the restaurant or food establishment along a straight line.

— Violation of this section shall constitute a municipal infraction subject to administrative citation or revocation of registration.

#### **Sec. 4-110. – Enforcement Violations and Penalties. (New Section)**

- a. The City Administrator, West Hennepin Public Safety, or their designees may inspect food vehicles mobile food units for compliance with this article. Any

violation may result in suspension or revocation of registration and/or a fine as established by City Council resolution.

a.b. Violation of this article is an administrative offense and shall be subject to the scheduled administrative penalty.



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Annual designations for 2026 Maple Plain Organization
<b>PREPARED BY:</b>	Jacob Kolander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion

**Overview:**  
This resolution consolidates updates to Committee Assignments, and the Annual Designations required by state statute. These annual designations are necessary to establish the city’s official depositories, newspaper, meeting schedule, and key appointments for the year, ensuring effective operation and compliance with statutory obligations.

Additionally, the resolution includes the required annual listing of regular meeting dates and times for 2026 (Exhibit B) and the City Council Appointments – 2026 (Exhibit C)

**Discussion:**  
Staff is looking for direction from the Council on the annual designations. The Resolution 2025-1215-XX (Exhibit A) will be brought to the December 15<sup>th</sup> City Council business meeting under new business. This action will be ensure that statutory requirements are met while updating the City of Maple Plain’s operational framework to maintain efficiency and alignment with strategic priorities.

- Exhibits**
- A. Resolution 2025-1215-XX Annual Designations
  - B. 2026 Meeting Schedule
  - C. City Council Appointments - 2026

**CITY OF MAPLE PLAIN**  
**HENNEPIN COUNTY, MINNESOTA**  
**RESOLUTION 2025-1215-XX**

**A RESOLUTION RELATING TO STATUTORY  
REQUIREMENTS AND ANNUAL APPOINTMENTS FOR  
THE ORGANIZATION OF THE CITY OF MAPLE PLAIN,  
MINNESOTA**

BE IT RESOLVED by the City Council of the City of Maple Plain, Minnesota, as follows:

**1. Official Depository**

Pursuant to Minnesota Statute, Chapter 118A, the City Council designates the following financial institutions as the official depositories for municipal funds:

- MidCountry Bank
- 4M Fund (and its Service Providers pursuant to Resolution 2022-32)

The City will ensure compliance with all collateral and reporting requirements as outlined in the statute.

**2. Official Newspaper**

Pursuant to Minnesota Statute, Section 412.831, the City Council designates The Laker Pioneer as the official newspaper for the publication of legal notices, ordinances, and other required communications.

**3. Meeting Schedule**

Pursuant to Minnesota Statute, Section 13D.04, Subd. 1, the City establishes the following schedule for its regular meetings:

Listed in Exhibit A

The schedule will be posted as required by statute and made available to the public.

**4. Acting Mayor**

Pursuant to Minnesota Statute, Section 412.121, the City Council appoints Councilmember Mike DeLuca as Acting Mayor to perform the duties of the Mayor in the event of absence, disqualification, or a vacancy in the office of Mayor.

## 5. Annual Appointments

The City Council confirms the following Annual Appointments to ensure the effective operation of boards, committees, and staff representation:

- City Attorney: Scott Landsman of Hoff Barry Associates
- City Engineer: David Martini of Bolton & Menk
- City Auditor: Clifton Larson Allen
- Committee Assignments:  
Listed in Exhibit B

These appointments shall be effective for the calendar year 2026 or until successors are duly appointed.

APPROVED by the Maple Plain City Council on December 15, 2025.

Signed:

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Julie Maas-Kusske, Mayor

Attest:

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Jacob Schillander, City Administrator



## 2026 Yearly Meeting Schedule

### **City Council Workshops**

Second and Fourth Mondays at 5:30 pm

### **City Council Business Meeting**

Fourth Monday at 7:00 pm

### **Economic Development Authority**

Second Monday at 7:00 pm

### **Planning Commission Meetings**

First Thursday at 6:00 pm

No meetings on holidays

Dates highlighted indicate non-traditional meeting dates.

### **City Council Workshops**

January 12, 2026 at 5:30 PM      July 13, 2026 at 5:30 PM

January 26, 2026 at 5:30 PM      July 27, 2026 at 5:30 PM

February 09, 2026 at 5:30 PM      August 10, 2026 at 5:30 PM

February 23, 2026 at 5:30 PM      August 24, 2026 at 5:30 PM

March 09, 2026 at 5:30 PM      September 14, 2026 at 5:30 PM

March 23, 2026 at 5:30 PM      September 28, 2026 at 5:30 PM

April 13, 2026 at 5:30 PM      October 12, 2026 at 5:30 PM

April 27, 2026 at 5:30 PM      October 26, 2026 at 5:30 PM

**All meetings are held at City Hall – 5050 Independence Street – unless otherwise designated.**

May 11, 2026 at 5:30 PM	November 09, 2026 at 5:30 PM
May 26, 2026 at 5:30 PM	November 23, 2026 at 5:30 PM
June 08, 2026 at 5:30 PM	December 7, 2026 at 5:30 PM
June 22, 2026 at 5:30 PM	December 14, 2026 at 5:30 PM

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**City Council Business Meetings**

January 26, 2026 at 7:00 PM	July 27, 2026 at 7:00 PM
February 23, 2026 at 7:00 PM	August 24, 2026 at 7:00 PM
March 23, 2026 at 7:00 PM	September 28, 2026 at 7:00 PM
April 27, 2026 at 7:00 PM	October 26, 2026 at 7:00 PM
May 26, 2026 at 7:00 PM	November 23, 2026 at 7:00 PM
June 22, 2026 at 7:00 PM	December 14, 2026 at 7:00 PM

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**EDA Meetings**

January 12, 2026 at 7:00 PM	July 13, 2026 at 7:00 PM
February 09, 2026 at 7:00 PM	August 10, 2026 at 7:00 PM
March 09, 2026 at 7:00 PM	September 14, 2026 at 7:00 PM
April 13, 2026 at 7:00 PM	October 12, 2026 at 7:00 PM
May 11, 2026 at 7:00 PM	November 09, 2026 at 7:00 PM
June 08, 2026 at 7:00 PM	December 7, 2026 at 7:00 PM

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**All meetings are held at City Hall – 5050 Independence Street – unless otherwise designated.**

**Planning Commission Meetings**

January 15, 2026 at 6:00 PM

July 16, 2026 at 6:00 PM

February 05, 2026 at 6:00 PM

August 06, 2026 at 6:00 PM

March 05, 2026 at 6:00 PM

September 03, 2026 at 6:00 PM

April 02, 2026 at 6:00 PM

October 01, 2026 at 6:00 PM

May 07, 2026 at 6:00 PM

November 05, 2026 at 6:00 PM

June 04, 2026 at 6:00 PM

December 03, 2026 at 6:00 PM

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**Special Meetings**

February 17, 2026 Public Hearing for TIF District

October 19, 2026 at 7:00 PM Public Hearing- 2026 Project Assessment Hearing

October 26, 2026 at 7:00 PM 2026 Project Assessment Certification

November 09, 2026 at 7:00 PM Public Hearing- Assessment of Delinquent Utilities

November 30, 2026 at 7:00 Truth in Taxation Meeting

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**All meetings are held at City Hall – 5050 Independence Street – unless otherwise designated.**



## ANNUAL CITY COUNCIL APPOINTMENTS

*January – December 2026*

List of Boards & Commissions	Staff	Council
NW Henn. League of Municipalities	No Staff	Mayor Maas-Kusske
Regional Council of Mayors	No Staff	Mayor Maas-Kusske
Planning Commission	City Administrator City Planner	Councilmember Francis
Pioneer Creek / Lake Sarah Watershed District	City Administrator	Councilmember Arvizo
Economic Development Authority (EDA)	Assistant City Administrator- Current Businesses City Administrator- New Development City Planner	All 5 CC Members
Highway 12 Safety Coalition	As Needed	Councilmember Burak Mayor Julie Maas-Kusske
Police Commission	City Administrator	Mayor Maas-Kusske Councilmember DeLuca
Hennepin County Criminal Justice Coord. Committee	No Staff	Mayor Maas-Kusske
Fire Commission	City Administrator	Mayor Maas-Kusske Councilmember Burak
Personnel Committee	City Administrator	Mayor Julie Maas-Kusske Councilmember DeLuca
Acting Mayor	No Staff	Councilmember DeLuca
Orono Rotary Club	Quarterly	Mayor Maas-Kusske Councilmember Francis Staff to attend in Council Absence
West Hennepin Chamber of Commerce	Assistant City Administrator	Mayor Maas-Kusske Councilmember Arvizo
Weed Inspector	Assistant City Administrator	Mayor Julie Maas-Kusske
Citizens Advisory Panel on Public Spaces	Assistant City Administrator	Councilmember DeLuca
Meetings with Local & State Officials	Staff as Needed	Mayor Julie Maas-Kusske Or Alternate
Fire Relief Board	City Administrator	Councilmember Francis Councilmember DeLuca



**CITY COUNCIL APPOINTMENTS 2026:** The following is a list of Boards & Commissions that members of the City Council and/or Staff are appointed to annually, along with the regular meeting schedule and a short description. This document is meant to serve as a reference tool and will be updated annually or as needed. Please call City Hall for verification of any upcoming meetings or questions.

List of Boards & Commissions	Regular Meeting Schedule (EOM = Every Other Month)	Board/Commission Description
NW Henn. League of Municipalities	2 <sup>nd</sup> Wednesday @ 6:30 pm Jan – June & Sept - Dec	Education of members (usually Mayor) and networking for better results within the cities
Regional Council of Mayors	2 <sup>nd</sup> Monday @ 11:30 am	Nonpartisan platform for networking, learning, collaboration, and action
Planning Commission	1 <sup>st</sup> Thursday of Each Month @ 6:00 PM	An advisory group to the City Council to assist with long-range planning and foster high quality development
Pioneer - Sarah Creek Watershed District	3 <sup>rd</sup> Thursday of Each Month @ 6:00 PM (Maple Plain)	A joint powers watershed management organization to enhance area water quality
Economic Development Authority	2 <sup>nd</sup> Monday of Each Month @ 7:00 PM	An advisory group to the City Council to promote economic growth
Highway 12 Safety Coalition	1 <sup>st</sup> Thursday of EOM (January) @ 3:00 PM (Delano)	Formed to address the Highway 12 safety issues
Police Commission	(2023) 1/24 4/25 7/25 9/26 12/19 @ 8:00 AM (WHPS)	To oversee the operations of West Hennepin Public Safety
Hennepin County Criminal Justice Coord. Committee	4 <sup>th</sup> Thursday of EOM (January) @ 12:00 PM	Integration of public safety and human services
Fire Commission	2 <sup>nd</sup> Monday of EOM (January) @ 2:30 PM	To oversight to the Maple Plain Fire Department and specific duties as called out in the JPA.
Personnel Committee	As needed	To review and revise the personnel policies as needed or requested
Acting Mayor	n/a	The most-tenured member of the council to act as the mayor if a vacancy arises

Orono Rotary Club	Weekly on Thursdays at 7:15 AM	Provide service to others, promote integrity and world understanding, fellowship of business and community leaders through fellowship of business and community leaders
West Hennepin Chamber of Commerce	2 <sup>nd</sup> Tuesday of Each Month @ 12:00 PM (Maple Plain)	Promotes and encourages development of a positive business community
Weed Inspector	n/a	The city enforcement authority and local point of contact regarding noxious weeds
Citizens Advisory Group	TBD	To preserve and enhance natural resources, public spaces, and recreational facilities
Fire Relief Trustee Board	Schedule set at first meeting of the year - variable	Receives and manages public money to provide retirement and other benefits for fire department personnel
Rebranding	TBD	To redesign the city logo, city website, and city signage throughout the city.



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Ordinance 345 – 2026 Fee Schedule
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion

**Summary:**

This ordinance consolidates updates to the Fee Schedule required by state statute,

The City of Maple Plain annually reviews its Fee Schedule to ensure alignment with current operational costs, market conditions, and statutory requirements. The proposed Fee Schedule reflects updates to various city fees. The proposed changes is in red with the underlined verbiage being added and the strikethrough verbiage removed. These revisions aim to enhance cost recovery for city services while maintaining accessibility for residents and businesses.

After the Budgets for the Utility Enterprise Funds are finalized, the Fee Schedule will be changed again in the first quarter of 2026.

**Recommendation**

Council review the changes and bring it to the 12/15/25 business meeting for approval.



**City of Maple Plain Fee Schedule**  
*Adopted 1/00/26*

**Administration & Miscellaneous Fees**

Fee Description	Amount	Notes
<u>General Permit Fee</u>	<u>\$100.00</u>	
Address Labels	\$50.00	
Address List	\$30.00	
Audit Book Copy	\$150.00	
City Code Book Copy	Cost + 10%	
Comprehensive Plan Copy	Cost + 10%	
City Maps	At Cost	
Copies - Black & White per side (letter / legal)	\$0.25	
Copies - Black & White per side (11x17)	\$1.00	
Copies - Color or photo per side (letter / legal)	\$1.00	
Copies - Color or photo per side (11x17)	\$1.00	
Copies of Documents Larger than 11x17	Cost	
Delinquent Bills Certification	\$150.00 plus 10% penalty plus Interest (10 % Additional interest assigned at the county)	
<del>DVD/CD Copies</del> <u>Thumb drive</u>	<del>\$20.00 per DVD/\$15.00 per CD</del>	
Election Filing Fee	\$2.00	
Fax Charge	\$1.00/page	
Non-Sufficient Funds Check	\$30.00	Set by State Statute
Mailing of copies/reports	Cost	
Special Assessment Search	\$35.00	

**Staff Time (per hour)**

Fee Description	Amount	Notes
Professional <u>(City Admin. &amp; Asst. City Admin.)</u>	\$75.00/ <u>hour</u>	<u>Billed in</u>



		<u>15-min. increments with a minimum of 1 hour.</u>	Section 3, Item E.
Clerical <u>(Deputy Clerk)</u>	\$50.00/hour	<u>Billed in 15-min. increments with a minimum of 1 hour.</u>	
<u>Public Works</u>	<u>\$84.01/hour</u>	<u>Billed in 15-min. increments with a minimum of 1 hour.</u>	
City Attorney	Hourly Rate per Contract		
Engineering Consultants	Hourly Rate per Contract		
Planning Consultants	Hourly Rate per Contract		
Snow Removal by Staff	\$275/hour*	*billed in 15-min increments	
<u>Mileage</u>	<u>\$0.77 per mile or current IRS mileage rate, whichever is greater.</u>		
<u>Disposal Cost</u>	<u>\$30.00 per cubic yard, plus mileage</u>		

## Administration & Miscellaneous Fees

### Overweight Vehicle Permits

Fee Description	Amount	Notes
Daily Permit	\$100.00 per truck/per day	Max 7 ton Valid 7:00 am – 11:00 am only
Single Trip Seasonal- Home Delivery-	\$250.00	Max 5 ton
Commercial Tow Truck	\$750 per occurrence	
No Permit	Double Fee	
Emergency – Well & Septic	No Charge (max 7 ton)	Emergencies include septic, liquid propane and similar
Residential Annual To/From	No Charge	Max 5 ton

*\*All Charges are per truck and are restricted.*

### Liquor, ~~& Tobacco~~, ~~& THC~~ Licenses

Fee Description	Amount	Notes
Tobacco License	\$200	
<del>THC License-Low Potency</del>	<del>\$200</del>	
<del>THC Dispensary Registration</del>	<del>\$500.00</del>	
<u>Liquor License Initial Application</u>	<u>\$500</u>	
Liquor License Application Renewal	<del>\$75</del> <u>\$100</u>	
Liquor License Investigation	West Hennepin Public Safety Fee Schedule	
On-Sale Liquor On-Sale Sunday On-Sale Wine & Beer On-Sale	<del>\$5,000</del> <u>\$5,250</u> \$200 \$250	
Off-Sale Liquor Off-Sale	\$240	

<u>Sunday Off-Sale</u>	<u>\$200</u>	Section 3, Item E.
3.2 Beer Off-Sale	\$50	
Public Dance/Block Party	\$500	
Temporary 3.2 Liquor Permit	\$25	

## Cannabis Registration

<u>Registration Type</u>	<u>Initial Registration Fee</u>	<u>Registration Renewal Fee</u>
<u>Cannabis Microbusiness</u>	<u>\$125</u>	<u>\$1,000</u>
<u>Cannabis Mezzobusiness</u>	<u>\$2,500</u>	<u>\$5,000</u>
<u>Cannabis Cultivator</u>	<u>\$5,000</u>	<u>\$15,000</u>
<u>Cannabis Manufacturer</u>	<u>\$5,000</u>	<u>\$10,000</u>
<u>Cannabis Retailer</u>	<u>\$1,500</u>	<u>\$2,500</u>
<u>Cannabis Wholesaler</u>	<u>\$2,500</u>	<u>\$5,000</u>
<u>Cannabis Transporter</u>	<u>\$125</u>	<u>\$500</u>
<u>Cannabis Testing Facility</u>	<u>\$2,500</u>	<u>\$5,000</u>
<u>Cannabis Delivery Service</u>	<u>\$125</u>	<u>\$500</u>
<u>Cannabis Event Organizer</u>	<u>\$375</u>	
<u>Cannabis Lower-potency Hemp Edible Manufacturer</u>	<u>\$125</u>	<u>\$500</u>
<u>Cannabis Lower-potency Hemp Edible Retailer</u>	<u>\$125</u>	<u>\$125</u>
<u>Medical Cannabis Combination Business</u>	<u>\$5,000</u>	<u>\$35,000</u>

## **Other Licenses & Permits**

<b>Fee Description</b>	<b>Amount</b>	<b>Notes</b>
<u>Right of Way Permit</u>	<u>\$250 fee; \$1,000 escrow</u>	
<u>Special Event Permit</u>	<u>\$50.00</u>	
<u>Bulk Waste Storage Permit</u>	<u>\$50.00</u>	
Transient Merchant Permit	\$100.00 per company	
Solicitor/Peddler Permit*	\$100.00 per company	* Each individual also needs a background check
Massage Establishment License*	\$250.00 First Year \$50 Per year afterwards	
Massage Therapist License*	\$100.00	
<u>Pawn Broker License *</u>	<u>\$2500 annual license fee</u>	
<u>Permits - Background Checks</u>	<u>\$50.00 per person</u>	
Dog License	\$5.00 (one-time charge)	
Chicken License	\$100 first time application fee	Renewal yearly, <u>at no cost, \$20</u>
<u>Right of Way Permit</u>	<u>\$250.00 fee; \$1,000 escrow</u>	
<u>Special Event Permit</u>	<u>\$50.00</u>	
<u>Permits - Background Checks</u>	<u>\$50.00 per person</u>	
<u>Pawn Broker License</u>	<u>\$2500 annual license fee</u>	
Bed & Breakfast License	\$75 annually	
<b>RENTAL LICENSE FEES</b>	<b>Application Fee</b>	<b>Inspection Fee</b>
Single Family Dwelling	\$25.00	\$50.00
Duplex <u>or Multiplex</u> Dwelling	\$25.00	<u>\$100.00 \$50.00 Per Unit</u>

Apartment Building	\$50.00	\$50.00 Per Unit	Section 3, Item E.
<b>Re-Inspection Fees</b>			
Single Family Dwelling	\$25.00	\$50.00	
Duplex <u>or Multiplex</u> Dwelling	\$25.00	<del>\$100.00</del> \$50.00 Per Unit	
Apartment Building	\$50.00	\$50.00 Per Unit	

## Building Permit Fees

### Building Permit Fees - All Property Types

Fee	Amount	Notes
Permit Application <u>Fee</u>	\$100.00	Nonrefundable
Valuation	Based on 1997 Uniform Building Code Fee Schedule + 15%	There may be permit review fees and state surcharge also required
Fixed Fees	\$100.00 + \$1.00 State Surcharge	
Plan Review Fee	65% of Permit Fee	
Construction Plan Changes	Fees incurred for changes (Plan Review)	
Building without permit	Double Fees	
New Plans after First Review	Regular fees, plus first plan review fee	If new plans are submitted plan review fees are incurred for <del>both first and second</del> <u>each</u> set of plans.
Removal of Underground Tanks	\$100.00 + \$1.00 State Surcharge	
Building Moving < 120 sq. ft.	\$200	May require building permit
Building Moving > 120 sq. ft.	Valuation	May require building permit
Site Inspection for Building Moving	\$150.00	
Fence (< <del>6 ft</del> <u>3 to 6 ft.</u> )	<del>No building permit needed, but Planning &amp; Zoning Fence Permit Required \$50.00</del>	<u>No building permit needed, but Planning &amp; Zoning Fence Permit Required. City Administrator to conduct the final inspection of the fence.</u>
Fence (> <del>6 ft</del> <u>Greater than 6 ft.</u> )	<del>Valuation plus Planning &amp; Zoning Fence Permit Required \$100 + Valuation and Planning &amp; Zoning P</del>	<u>Valuation plus Planning &amp; Zoning Fence Permit Required. Building Inspector to conduct the final inspection of the fence.</u>

~~Fees-Misc. fees~~ not covered in  
the schedule

\$50 minimum or valuation,  
whichever is greater

Section 3, Item E.

## Commercial & Industrial Building Permit Fees

Fee	Amount	Notes
<u>Permit Application Fee</u>	<u>\$100.00</u>	<u>Nonrefundable</u>
Building Permit Fee for <ul style="list-style-type: none"> <li>• Construction</li> <li>• Alterations</li> <li>• Plumbing &amp; Mechanical</li> <li>• Permanent Signage</li> </ul>	Valuation if project more than \$2,500 Fixed Rate \$101.00** if project less than \$2,500 for the following: <ul style="list-style-type: none"> <li>• Building               <ul style="list-style-type: none"> <li>○ Re-roofing</li> <li>○ Re-siding</li> <li>○ Windows &amp; Doors*</li> </ul> </li> <li>• Plumbing               <ul style="list-style-type: none"> <li>○ 1-5 Fixtures*</li> <li>○ Water Heater</li> <li>○ Water Softener</li> <li>○ Lawn Irrigation</li> </ul> </li> <li>• Mechanical               <ul style="list-style-type: none"> <li>○ Duct Work</li> <li>○ Furnace</li> <li>○ Air Conditioning</li> <li>○ Fireplace</li> <li>○ New Gas Line</li> </ul> </li> </ul> Valuation for all else except Demolition & Relocation	There may be permit review fees and state surcharge also required  <i>* if current opening</i>  <i>*each add'l fixture = \$10</i> ** Subject to change
Demolition (Commercial)	\$200	
Demolition (Industrial)	\$500	

## Residential Building Permit Fees

Fee	Amount	Notes
<u>Permit Application Fee</u>	<u>\$100.00</u>	<u>Nonrefundable</u>
New Building Permit Fee	Valuation	Valuation
Fixed Fee Building Permit Fee: <ul style="list-style-type: none"> <li>• Building               <ul style="list-style-type: none"> <li>○ Re-roofing</li> <li>○ Re-siding</li> <li>○ Windows &amp; Doors*</li> </ul> </li> <li>• Plumbing               <ul style="list-style-type: none"> <li>○ 1-5 Fixtures *</li> <li>○ Water Heater</li> <li>○ Water Softener</li> <li>○ Lawn Irrigation</li> </ul> </li> <li>• Mechanical               <ul style="list-style-type: none"> <li>○ Duct Work</li> <li>○ Furnace</li> <li>○ Air Conditioning</li> <li>○ Fireplace</li> <li>○ New Gas Line</li> </ul> </li> </ul>	\$100.00 + \$1.00 State Surcharge  <i>* If Current Opening</i>  * Each Additional Fixture = \$10	May require plan review fees.  Building permit fees for all other residential work is based on valuation.
Demolition (Residential)	\$100 + \$1.00 State Surcharge	

## Park and Recreation

*Additional conditions may apply. See Facility Reservation & Use Policy for details.*

### Reservation Procedures

All fees must be paid, and paperwork must be complete prior to Facility Reservation & Use Application review. Failure to pay fees or submit paperwork will result in the disqualification of the Facility Reservation & Use Application.

### **Reservation Fees**

	<b>Resident / Local Business or Organization*</b>	<b>Non-Resident / Other Business or Organization</b>
Veterans Memorial Park Picnic Shelter	Free	\$50
Veterans Memorial Park Band Shell	\$50	\$150
VMP Food Truck Electrical	\$25/truck	\$25/truck
VMP Softball Field (north)	Free	\$50
Don Timpe Field (south)	\$50/hour	\$50/hour
Concession Stand ( <i>excludes equipment</i> )	\$25	\$50
Sound Equipment Use	\$25/hour	\$25/hour
Rainbow Park Picnic Shelter	Free	\$50
Rainbow Park Ballfields	Free	\$50
City Council Chamber	Free	\$100
Damage Deposit**	\$100	\$100

\* For personal use only or for local use wherein the use of public facilities is not for the profit-generating purpose for a group or business.

\*\* Damage Deposit not required in cases where Facility is utilized for Free, except for events with more than 50 people expected.

All reservation fees are subject to any applicable tax at the current tax rate.

The Funeral or Memorial Service in honor of a resident may be charged the local rate even if the User does not qualify.

Any event seeking City co-sponsorship of their event may petition the City Council for a waiver of all or a portion of fees associated with the event.

User shall provide a damage deposit check when submitting the Facility Reservation & Use Application submittal. The damage deposit check will be held by the City and returned upon satisfactory inspection of the Public Facility and surrounding public property. User shall be held responsible for any damage to the Public Facility and surrounding public property that occurred as a result of the User's use. The damage deposit covers any structural, physical, or related damages to the Public Facility and surrounding public property, along with the removal of any City owned equipment from the Public Facility and surrounding public property. The User shall be responsible for the full costs to the City to repair or replace any damage to the Public Facility and surrounding public property that occurred as a result of the User's use. In the event said costs exceed the damage deposit, the User shall pay the difference.

### **Limitations on Gathering Size**

Due to impacts on other park users, available parking spaces, or the maximum occupancy of indoor facilities, events shall be limited to the following number of attendees.

	<b><u>Maximum Number of Attendees</u></b>
<u>Veterans Memorial Park Picnic Shelter</u>	<u>150</u>
<u>Veterans Memorial Park Band Shell</u>	<u>150</u>
<u>Rainbow Park Picnic Shelter</u>	<u>100</u>
<u>City Council Chamber</u>	<u>45</u>
<u>Don Timpe Field</u>	<u>200</u>

### **Maintenance & Cleaning Fees**

The following additional fees will be assessed for any additional custodial, maintenance, or grounds work that is required for any event with attendance over 100 people. A \$200 deposit towards these fees is required at the time of Facility Reservation & Use Application submittal. These fees will be itemized, and the balance invoiced to the reserving organization once the duration of the facility reservation is completed. Fees are billed per hour / per employee.

	<b><u>Weekday</u></b>	<b><u>Weekends / Holidays</u></b>
Minimum Fee (2 hrs.)	\$100	\$150
Additional Hours	\$50	\$75

### **Certificate of Insurance; Indemnification**

The City reserves the right to require user to provide a certificate of general liability insurance with per-occurrence and aggregate limits of not less than \$1,500,000 and have the City listed as additional insured on the policy. Certificate of Insurance must be provided at the time of reservation.

### **Alcohol**

If alcohol is served, consumed, or sold during the use of the Public Facility, the User shall comply with all state and local laws, rules, regulations, and licensing requirements related to liquor. A permitted use under this Policy is not an approval by the City of state and local laws, rules, regulations, and licensing requirements related to liquor. All events serving or selling alcohol require City Council approval. The City reserves the right to prohibit the serving, consumption, or sale of alcohol within City parks and facilities, or to require police / security presence when consumption takes place. City Code states that consumption of alcoholic beverages in city parks is prohibited unless otherwise allowed by City Council.

### **Park Reservation Timeframe**

- Park facility reservations are typically for a 4-hour time frame; 11 am to 3 pm or 4 pm to 8 pm. Alternate timeframes or extended reservations may be approved by the City Administrator.
- City parks are open to the public from 6 am to 11 pm. Restrooms will be kept open during park hours. The park is closed from 11 pm to 6 am.

### **Cancellations**

User may cancel the use of the Public Facility by providing notice to the City. Amount of refund shall be dependent on amount of notice provided, according to the chart below.

	<b><u>10 Day Notice</u></b>	<b><u>3 Day Notice</u></b>	<b><u>Less than 3 Days</u></b>
<b><u>Percentage of Fees Refunded</u></b>	<b><u>100%</u></b>	<b><u>50%</u></b>	<b><u>No Refund</u></b>

The City reserves the right to cancel a reservation and refund any fees up to 72 hours prior to the date of use, or at any time when a state of emergency is declared by the City, the state, or federal government, or unsafe environmental or public health conditions exist in the opinion of the City. In such event, User agrees that the City shall have no responsibility or liability for any disruption or damages or loss which User may suffer or incur due to the cancellation. The City will notify the User as soon as possible if such cancellation occurs. All fees paid to the City shall be refunded if this agreement is cancelled by the City.

### **Other Terms & Conditions**

- Priority reservation shall be provided to activities planned or organized or sponsored by the City.
- Recurring permitted uses are not currently prohibited; however, care should be taken to ensure residents and businesses have fair access to use city facilities.
- Due to their proximity, it is not recommended that Veterans Park Band Shell and Veterans Park Picnic Shelter be used by different parties at the same time.
- Up to three food trucks may be hired for a private event; however, that food truck may not sell to the general public. Additional fees apply.
- User shall not utilize the Public Facility to host a public event that might be construed as a “fair” or “market”. Community fairs or markets may be co-hosted by the City. Call the City Administrator with questions.
- Any invoiced fees shall be paid by the User within 30 days of the invoice date. Failure to make such payment may result in the City making a claim in a court of competent jurisdiction.

## **Planning & Zoning**

### **Miscellaneous Planning & Zoning Fees**

<b>Fee</b>	<b>Amount</b>	<b>Notes</b>
Appeal Administrative Decision	\$250 fee; \$250 escrow	
Concept Plan Review	\$500	
Tax Increment Financing Application	\$1,500	
Zoning Letter Request	\$70.00 + Cost	

### **Residential Applications**

<b>Fee</b>	<b>Amount</b>	<b>Notes</b>
Conditional Use Permit	\$750 fee; \$1,500 escrow	
Interim Use Permit	\$750 fee; \$1,500 escrow	
Site Plan	\$750 fee; \$1,500 escrow	
Minor Subdivision	\$750 fee; \$1,500 escrow	



Variance	\$750 fee; \$1,500 escrow		Section 3, Item E.
Rezoning	\$750 fee; \$1,500 escrow		
Text Amendment	\$750 fee; \$1,500 escrow		
Vacation of Property	\$750 fee; \$1,500 escrow		
Home Occupation	\$400 fee; \$1,000 escrow		

### Commercial Applications

Fee Description	Amount	Notes
Conditional Use Permit	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Interim Use Permit	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Site Plan	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Minor Subdivision	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Variance	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Rezoning	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Text Amendment	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Vacation of Property	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	

### Residential/Commercial/Office Planning & Zoning Application

Fee Description	Amount	Notes
Preliminary Plat	\$1,000 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Subdivision Application	\$1,000 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Rezoning	\$1,000 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Comprehensive Plan Amendment	\$1,000 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Planned Unit Development	\$1,500 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	
Final Plat	\$750 fee; <del>\$3,000</del> <u>\$3,500</u> escrow	

## Planning & Zoning

### Grading and Excavation

Fee Description	Amount	Notes
25-99 Cubic Yards	Permit required; <del>no cost</del> <u>\$100.00 fee</u>	
100-999 Cubic Yards	\$500 fee	
>1,000 Cubic Yards	\$1,000 fee; escrow or surety bond in amount of 150% of land alteration costs	

### Park Dedication

Fee Description	Amount	Notes
Park Dedication Fee (Residential)	10% of land value of development but minimum of \$3,750 per unit and max of \$8,000 per unit	In lieu of land dedication of 10% of land- determined by City

Park Dedication Fee (Other)	10% of land value of development	In lieu of dedication of 10% of land- determined by City	Section 3, Item E.
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### Signage & Fences

Fee Description	Amount	Notes
Permanent Signage Permit	\$250 fee	Building permit also required - based on valuation. <u>City Planner to inspect sign upon completion.</u>
Sign Package	\$500 fee; \$3,000 escrow	<u>City Planner to inspect sign upon completion.</u>
Temporary Signage Permit	\$25 fee	
<del>Permanent Fence Permit</del>	<del>\$50 fee</del>	<del>Building permit also required for fences over 6 feet in height</del>

### Utilities to move to the end of the Fee Schedule document

### Utilities

The quarterly utility billing and other utility fees will be update in the first quarter of each year.

#### Quarterly Utility Billing

Quarterly Utility Billing			
State Water Testing Fee	\$ <del>2.45</del> <u>\$3.81</u>		Statute 444.075
Water Treatment Plant Charge			
Residential	\$ 25.00		
Commercial	\$ 30.00		
	<i>Within the City</i>	<i>Outside the City*</i>	* a 45% surcharge will charged to properties outside the City limits as calculated here.
Water Fixed Fee	\$ 11.13	\$ 15.03	
Water Volume Charges*			* per 1000 gallons
Up to 6,000 gallons	\$ 8.73	\$ 12.66	
6,001 – 12,000 gallons	\$ 9.17	\$ 13.30	
12,001 – 24,000 gallons	\$ 9.61	\$ 13.93	
24,001 gallons and above	\$ 10.58	\$ 15.34	
Sewer Fixed Fee	\$ 97.61		
Sewer Volume Charges*			* Based on Quarter 1 water use per City Code 9-74.
Up to 6,000 gallons	\$97.61 – Fixed Fee Only		
6,001 gallons and above	\$ 8.05 per 1000 gallons		
Failure to Comply 9-74 6 (b) Surface water drain system	\$500.00 per Quarter		

Storm Water Fees		Section 3, Item E.
Undeveloped or Vacant Land	\$ 53.93 per acre	
Single- & Two-Family Res.	\$ 11.87 per lot	
Multi-Family Residential	\$ 71.89 per acre	
Church & Institutional	\$ 53.92 per acre	
Mixed Use (Comm./Retail)	\$ 107.83 per acre	
Industrial or Office Park	\$ 107.83 per acre	

### Other Utility Fees

Fee Description	Amount	Notes
Inflow & Infiltration Violation	\$500 per quarter	
Overdue/Unpaid Bills	<del>Cost</del> <u>Outstanding balance</u> + 10% Penalty Fee <del>per quarter</del>	
Sewer Access Charge		
MCES Charge	\$2,485 per unit	
City Charge	\$800 per unit	
Water Access Charge		
Within the City	\$3,000 per unit	
Outside the City	\$7,500 per unit	
Water Meter	Cost	
Meter Testing	Cost of Test, <u>plus staff time</u>	
Damaged Water Meter	\$60 plus staff time & material	
Damaged Curb Stop	\$100 plus staff time & material	
Damaged Hydrant	Cost	
Damaged Water Main	Cost	
Private Hydrants Flushing	\$75 per hydrant annually	
Temporary/ <del>Construction</del> Hydrant Meters ( <del>per month</del> <u>per permit period</u> )	<del>\$100</del> <u>\$125.00</u> plus volume charges ( <del>\$20</del> <u>\$22.00</u> per 1,000 gallons)	
Deposit	\$2000	
Water or Sewer Disconnect/Restart	\$60	
Sanitary Sewer Lateral Repair Permit	\$50	
Water Line Repair Permit	\$50	
Utility Assessment Penalty	\$150	

## Public Safety

Fee Description	Amount	Notes
Police/Fire False Alarm (per calendar year)		
1 <sup>st</sup>	No Cost	
2 <sup>nd</sup>	\$100	
3 <sup>rd</sup>	\$200	
4 <sup>th</sup>	\$350	
5 <sup>th</sup> & subsequent	\$500	
Dog Impound	\$35	Plus cost of shelter contract
Hunting Permit	\$10	City Code 6-64

<u>Fee Description</u>	<u>Amount</u>
<u>1 to 5 service calls within a 1-year period</u>	<u>\$250.00 per service call</u>
<u>6 to 8 service calls within a 1-year period</u>	<u>\$500.00 per service call</u>
<u>9 or greater service calls within a 1-year period</u>	<u>\$850.00 per service call</u>

**Overweight Vehicle Violation** *(permit fees found in Administration section above)*

<b>Fee Description</b>	<b>Amount</b>	<b>Notes</b>
Total Gross Excess Weight 1,000 pounds or less	1 cent per pound for each pound in excess of the legal limit	
Total Gross Excess Weight more than 1,000 pounds, but not more than 3,000 pounds	\$10.00 plus 5 cents per pound for each pound in excess of 1,000 pounds	
Total Gross Excess Weight more than 3,000 pounds, but not more than 5,000 pounds	\$110.00 plus 10 cents per pound for each pound in excess of 3,000 pounds	
Total Gross Excess Weight more than 5,000 pounds, but not more than 7,000 pounds	\$310.00 plus 15 cents per pound for each pound in excess of 5,000 pounds	
Total Gross Excess Weight more than 7,000 pounds	\$610.00 plus 20 cents per pound for each pound in excess of 7,000 pounds	

ORDINANCE NO. 345

CITY OF MAPLE PLAIN

AN ORDINANCE ADOPTING  
THE CITY OF MAPLE PLAIN FEE SCHEDULE FOR 2026

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

**SECTION 1. ADOPTION.** The fee schedule attached hereto as Appendix A is hereby adopted as the fee schedule for the City. Any and all other fee schedules previously adopted by the City Council are hereby repealed.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publications as required by law and not until January 1, 2026.

Adopted by the City Council of the City of Maple Plain this 15<sup>th</sup> day of December, 2025.

\_\_\_\_\_  
Julie Maas-Kusske, Mayor

ATTEST:

\_\_\_\_\_  
Jacob Kolander, City Administrator

Published in the \_\_\_\_\_ on \_\_\_\_\_, 2025.



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Ordinance 346 & 347 Cannabis Ordinance
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion

**Summary:**

Council is asked to consider Ordinance No. 346, which repeals Maple Plain City Code Chapter 4, Article 12, eliminating the local THC regulatory framework effective January 1, 2026, and Ordinance No. 347, which adds Article 14 to establish a local regulatory structure for cannabis retail businesses aligned with the Minnesota Office of Cannabis Management licensing process. Ordinance 346 serves as a code cleanup measure to remove outdated provisions and position the City for compliance with state law, while Ordinance 347 introduces requirements for registration, operational standards, enforcement procedures, and retail density limits to ensure safe and lawful cannabis retail operations in Maple Plain.

Staff will be recommending adoption of both ordinances and requests that Council reference the City Attorney’s memo for additional legal context and guidance.



## MEMORANDUM

DATE: November 21, 2025  
TO: Jacob Kolander  
FROM: Scott Landsman  
RE: Cannabis Retail Business Registration

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Under the cannabis legislation, local control is limited to specific zoning and registration. In 2024, the City Council enacted Ordinance No. 331 that amended City Code by adding the zoning regulation. The Office of Cannabis Management is set to issue licenses effective January 1, 2026. The City Council will be presented with an ordinance to amend City Code pertaining to registration. The purpose of this memorandum is to provide an overview of the proposed registration ordinance.

- Section 4-690. This Section provides definitions, including a limitation of one cannabis retail business, except for lower-potency hemp edible retailer the limit is three. This means that there can be up to one dispensary and three lower-potency retailers.
- Section 4-691. This Section provides that in order to operate a cannabis business within the City, licensing with the State and registration with the City is required. No sales may be made to persons under 21. All sales must be made in compliance with the law.
- Section 4-692. This Section provides the process for registration with the City. The amount of registrations is limited by the cannabis business retail limit (maximum 1 dispensary and 3 lower potency, *e.g.*, 5 mg gummies).
- Section 4-693. Requires a registration fee that will be in the fee schedule. The City can charge for the initial registration, the lesser of, \$500 or up to half the amount of applicable initial license fee under Minn. Stat. § 342.11. For renewals, the City may charge, the lesser of, \$1,000 or up to half the amount of the applicable renewal license fee under the same statute. I have attached to this memorandum a copy of Minn. Stat. § 342.11 for your reference.<sup>1</sup>
- Section 4-694. Following State Statute, the City may only deny a registration for noncompliance with zoning, noncompliance with fire and building codes, or the cannabis business retail limit has been met.
- Section 4-695. The licensees are responsible for the actions of their employees.
- Section 4-696. The City is responsible for compliance checks pursuant to Minn. Stat. § 342.22.

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<sup>1</sup> The term of a registration ties to the license term. Minn. Stat. § 342.22 provides that the City shall renew a registration when Office of Cannabis Management renews a license, which is annual.

- Section 4-697. This Section provides for suspension and revocation of a registration for failure to comply with City Code and State Statute. In addition, civil penalties may be imposed up to \$2,000.
- Section 4-698. This Section provides the hours of operation.



Minnesota Statutes Annotated  
Trade Regulations, Consumer Protection (Ch. 324-341)  
Chapter 342. Cannabis

## M.S.A. § 342.11

## 342.11. Licenses; fees

Effective: May 25, 2024

[Currentness](#)

(a) The office shall require the payment of application fees, initial licensing fees, and renewal licensing fees as provided in this section. The initial license fee shall include the fee for initial issuance of the license and the first annual renewal. The renewal fee shall be charged at the time of the second renewal and each subsequent annual renewal thereafter. Nothing in this section prohibits a local unit of government from charging the retailer registration fee established in [section 342.22](#). Application fees, initial licensing fees, and renewal licensing fees are nonrefundable.

(b) Application and licensing fees shall be as follows:

(1) for a cannabis microbusiness:

(i) an application fee of \$500;

(ii) an initial license fee of \$0; and

(iii) a renewal license fee of \$2,000;

(2) for a cannabis mezzobusiness:

(i) an application fee of \$5,000;

(ii) an initial license fee of \$5,000; and

(iii) a renewal license fee of \$10,000;

(3) for a cannabis cultivator:

(i) an application fee of \$10,000;

(ii) an initial license fee of \$20,000; and

(iii) a renewal license fee of \$30,000;

(4) for a cannabis manufacturer:

(i) an application fee of \$10,000;

(ii) an initial license fee of \$10,000; and

(iii) a renewal license fee of \$20,000;

(5) for a cannabis retailer:

(i) an application fee of \$2,500;

(ii) an initial license fee of \$2,500; and

(iii) a renewal license fee of \$5,000;

(6) for a cannabis wholesaler:

(i) an application fee of \$5,000;

(ii) an initial license fee of \$5,000; and

(iii) a renewal license fee of \$10,000;

(7) for a cannabis transporter:

(i) an application fee of \$250;

(ii) an initial license fee of \$500; and

(iii) a renewal license fee of \$1,000;

(8) for a cannabis testing facility:

(i) an application fee of \$5,000;

(ii) an initial license fee of \$5,000; and

(iii) a renewal license fee of \$10,000;

(9) for a cannabis delivery service:

(i) an application fee of \$250;

(ii) an initial license fee of \$500; and

(iii) a renewal license fee of \$1,000;

(10) for a cannabis event organizer:

(i) an application fee of \$750; and

(ii) an initial license fee of \$750;

(11) for a lower-potency hemp edible manufacturer:

(i) an application fee of \$250;

(ii) an initial license fee of \$1,000; and

(iii) a renewal license fee of \$1,000;

(12) for a lower-potency hemp edible retailer:

(i) an application fee of \$250 per retail location;

(ii) an initial license fee of \$250 per retail location; and

(iii) a renewal license fee of \$250 per retail location; and

(13) for a medical cannabis combination business:

(i) an application fee of \$10,000;

(ii) an initial license fee of \$20,000; and

(iii) a renewal license fee of \$70,000.

### Credits

Laws 2023, c. 63, art. 1, § 11, eff. July 1, 2023; Laws 2024, c. 121, art. 2, § 62, eff. May 25, 2024.

M. S. A. § 342.11, MN ST § 342.11

Current with all legislation from the 2024 Regular Session. The statutes are subject to change as determined by the Minnesota Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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**ORDINANCE NO. 346**

**CITY OF MAPLE PLAIN**

**AN ORDINANCE REPEALING AND RESCINDING MAPLE PLAIN CITY CODE  
CHAPTER 4, ARTICLE 12 REGARDING REGULATION OF  
TETRAHYDROCANNIBINOL PRODUCTS**

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

**SECTION 1. REPEAL.** The Maple Plain City Code Chapter 4, Article 12 regulating tetrahydrocannabinol products is hereby repealed in its entirety.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on January 1, 2026 and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this 15<sup>th</sup> day of December, 2025.

\_\_\_\_\_  
Julie Maas-Kusske, Mayor

ATTEST:

\_\_\_\_\_  
Jacob Schillander, City Administrator

Published in the \_\_\_\_\_ on \_\_\_\_\_, 2025.

**ORDINANCE NO. 347**  
**CITY OF MAPLE PLAIN**  
**AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE REGARDING CANNABIS**  
**RETAIL BUSINESS REGISTRATION**

THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN DOES ORDAIN:

**SECTION 1. AMENDMENT.** The Maple Plain City Code Chapter 4 is hereby amended by adding the following Article 14 as set forth below:

**Article 14. CANNABIS PRODUCTS**

**Sec. 4-690. – Definitions.**

In addition to the definitions contained in Minn. Stats. §342.01, as it may be amended from time to time, the following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

*Cannabis retail business* is any place of business where any cannabis products subject to licensing and registration are available for sale to the general public. Cannabis retail businesses include, but are not limited to, cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness with a retail operations endorsement, cannabis retailer, medical cannabis retailer.

*Cannabis business retail limit* means that cannabis retail businesses licensed by the state shall be limited to one registration for every 12,500 residents within the city, except lower-potency hemp edible retailers shall be limited to three registrations for every 12,500 residents within the city.

*Compliance check* is the system used by the city to investigate and ensure that those authorized to sell products subject to licensing and registration are following and complying with the requirements of this article and state law. Compliance checks involve the use of persons under the age of 21 who purchase or attempt to purchase such products. The city may also conduct operations to determine compliance with this article and state law for purposes of education, research, and training purposes.

*License* is an approved license by OCM to a cannabis retail business allowing the sale of adult-use cannabis products.

*Lower-Potency Hemp Edible Retailer* is a cannabis retail business as defined in state statute.

*OCM* is the Minnesota Office of Cannabis Management.

*Sale* means any transfer of goods for money, trade, barter, or other consideration.

**Section 4-691. – Prohibited Acts.**

- (a) *License and Registration Required.* No person shall sell or offer to sell any cannabis product within the city without first having obtained a license from the state and retail registration by the city.
- (b) *Minimum Legal Age.* No person shall sell any cannabis product to any person under the age of 21. Registrants shall verify by means of government issued photographic identification that a purchaser is at least 21 years of age. Registrants shall post signage advising of the minimum legal age for purchases that is clearly visible to anyone who is making or considering a purchase of any cannabinoid product.
- (c) *Compliance.* No person shall sell or offer to sell any cannabis product in violation any provision of this article or other applicable statute or code provision.

**Section 4-692. –Registration for Cannabis Retail Businesses.**

- (a) *Application.* An application for a license to sell any cannabis product shall be obtained by the State of Minnesota.
- (b) *Retail Registration.* The OCM shall forward cannabis license applications to the city to certify whether the proposed business complies with local zoning ordinance and applicable state fire and building code as required by state law. The city shall provide input to the OCM within 30 days. The OCM shall issue a license to those cannabis businesses that comply with local zoning and land use laws as required by state law.
- (c) *Cannabis Business Retail Limit.* Registration by the city is limited by the cannabis business retail limit.
- (d) *Transfer.* Retail registrations may not be transferred.
- (e) *Location Change.* A cannabis retail business shall be required to submit a new application for registration if it seeks to move to a new location still within the legal boundaries of the city.
- (f) *Display.* License issued by the OCM shall be displayed in plain view of the public in the licensed premises.

**Section 4-693. – Registration Fee.**

No registration shall be issued under this article until the appropriate fee has been paid in full. The fee for the registration under this article shall be established by the City Council and adopted in the city’s fee schedule as may be amended from time to time.

**Section 4-694. – Ineligibility**

The city may deny retail registration for a license on the grounds of any of the following:

- (a) Noncompliance with local zoning ordinance.
- (b) Noncompliance with state fire and building code.
- (c) The cannabis business retail limit has been reached.

#### **Section 4-695. – Responsibility.**

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of cannabis products on the licensed premises. The sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the City from also subjecting the employee to any civil penalties that the City deems to be appropriate under this article, state or federal law, or other applicable law or regulation.

#### **Section 4-696. – Compliance Checks.**

All premises registered under this article shall be open to inspection by the city for compliance with all aspects of this section during regular business hours. From time to time and no less than once per calendar year, the city shall conduct compliance checks during which an underage individual will attempt to purchase cannabis products. Persons engaged in compliance checks shall not use false identification misrepresenting their age and shall respond honestly regarding their age and produce valid identification when asked. Persons engaged in compliance checks shall be over the age of 18 but under the age of 21 and will be supervised by law enforcement or other designated personnel.

#### **Section 4-697. – Registration Suspension or Revocation; Penalties.**

- (a) *Registration Suspension or Revocation.* The council shall suspend or revoke a registration upon a finding that the registrant has failed to comply with any provision of this article or other applicable statute or code provision. For a first such violation within any three-year period, the council shall impose a suspension of the registration of not less than 2 consecutive days. For a second such violation within any three-year period, the council shall impose a suspension of not less than 5 consecutive days. For a third such violation within any three-year period, the council shall revoke the registration.
- (b) *Other Penalties.* The council may elect to impose a civil penalty not to exceed \$2,000 in addition to or in lieu of suspension or revocation of the registration.
- (c) *Opportunity for Hearing.* No penalty imposed under this article shall take effect until the registrant has been provided notice of the opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stats. §§ 14.57 to 14.70, as may be amended from time to time. If a hearing is not requested within the time afforded as stated in the notice, the entitlement to a hearing is waived and penalty may be imposed by resolution.
- (d) *Criminal Prosecution.* Nothing in this section shall be construed to prohibit the city from seeking prosecution for any alleged violation of this article.
- (e) *Notification.* The City will immediately notify OCM in writing the grounds for the suspension. OCM will provide the city and cannabis retail business a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

#### **Section 4-698. – Hours of Operation.**



Cannabis retail businesses are limited to the retail sale of cannabis products between the hours of 10 a.m. and 9 p.m.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publications as required by law.

Adopted by the City Council of the City of Maple Plain this 15<sup>th</sup> day of December 2025.

\_\_\_\_\_  
Julie Maas-Kusske, Mayor

ATTEST:

\_\_\_\_\_  
Jacob Schillander, City Administrator

Published in the \_\_\_\_\_ on \_\_\_\_\_, 2025.



Executive Summary

City Council Workshop

<b>AGENDA ITEM:</b>	Ordinance 348- Amended Rental Ordinance
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	Discussion

**Overview**

The proposed amendments to Chapter 4, Article 13 of the City Code modernize Maple Plain’s rental licensing program and strengthen health, safety, and property maintenance standards. The revisions clarify definitions, update licensing procedures, reinforce inspection authority, expand maintenance and safety requirements, and refine enforcement tools. The ordinance also restructures the “Safe Rental Housing” section to better address criminal activity, tenant conduct, and landlord responsibilities while maintaining alignment with state law.

- Key Themes**
- The amendments create a clearer licensing framework for the licensee. The updates provide more detail on bi-annual renewal timelines, and documentation standards. They also reinforce that a license must be issued for each individual dwelling unit (with special rules for apartment buildings).
  - The ordinance strengthens the health and safety standards for renting. Revisions expand requirements for substandard dwelling units, permissible occupancy limitations, smoke/CO alarms, and exterior lighting.
  - The amendments will improve the compliance and enforcement tools available for the City. Updates enhance the City’s ability to inspect units, issue compliance orders, and respond to tenant complaints. The ordinance clarifies grounds for suspension, revocation, or denial (including repeated disorderly conduct) while specifying notice and appeal processes.
  - The amendments redefine the criminal and disorderly behavior provisions in City Code. The Safe Rental Housing section clarifies recommended background check practices,

establishes required lease addendum language regarding criminal activity, and defines disorderly conduct and exemptions consistent with state law. WHPS is designated as the determining authority for disorderly conduct based on a preponderance of evidence.

- The amendments update the responsibility for utility billing for licensees. Owners are made explicitly responsible for utility billing of rental properties. is also clarified.

**Recommendation**

Staff recommend that the City Council review and confirm the updated rental licensing structure, including clarified inspection authority, renewal timelines, and procedures for ownership changes. Staff further recommend evaluating the strengthened maintenance and safety standards to ensure they align with City priorities and can be effectively enforced. Council should also discuss the expanded enforcement and disorderly-conduct provisions to ensure the framework supports safe rental housing while remaining practical for property owners. Particularly the WHPS review process and required lease-addendum language. Finally, staff requests Council feedback on clarity, implementation impacts, and any additional modifications needed before the ordinance moves forward for adoption.

## ORDINANCE NO. 348

## CITY OF MAPLE PLAIN

# AN ORDINANCE AMENDING MAPLE PLAIN CITY CODE CHAPTER 4, ARTICLE 13 REGARDING RENTAL LICENSING

## ARTICLE 13. RENTAL PROPERTIES

### PART 1. GENERALLY

#### Sec. 4-506. Purpose.

It is the purpose of this article to ensure that rental housing in the City is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. This article establishes minimum standards to safeguard life or limb, health, and public welfare by regulating and controlling the use and occupancy, maintenance, and repair of all buildings and structures within the City used as rental housing. The operation of rental dwelling units is a business enterprise that entails certain responsibilities set forth herein. ~~Operators are responsible to take such reasonable steps as are necessary to ensure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, and sanitary and free from crimes and criminal activity, nuisances or annoyances.~~

With respect to rental disputes and except as otherwise specifically provided by the terms of this article, it is ~~is not~~ the intention of the City to intrude upon the fair and accepted contractual relationship between a tenant and a landlord. The City does not intend to intervene as an advocate of either party, or to act as an arbiter, or to be receptive to complaints from a tenant or a landlord which are not specifically and clearly relevant to the provisions of this article.

#### Sec. 4-507. Finding.

The City finds that the existence of a rental dwelling unit license and maintenance program enables it to correct substandard conditions and maintain a standard for rental dwelling units within the City to provide for the public health, safety, and welfare of its citizens. ~~believes that providing for public health, safety and welfare to its citizens mandates the existence of a rental dwelling unit license and maintenance program that corrects substandard conditions and maintains a standard for rental dwelling units.~~

#### Sec. 4-508. Scope.

This article applies to all dwelling units that are leased in whole or in part as rental dwelling units or are available as rental housing, including those in existence at the time of adoption of this article. It includes accessory structures such as garages and storage buildings and appurtenances such as sidewalks and retaining walls which are on the premises. This section does not apply to facilities currently licensed by the Minnesota Department of Health.

## Sec. 4-509. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Apartment building* means any building or portion thereof that contains three or more dwelling units, sleeping rooms, or a combination thereof, but not including condominiums or townhomes.

*Building code* means the Minnesota State Building Code.

*Code official* means the City Administrator or the Administrator's duly authorized representative.

*Condominium* means a single dwelling unit in a multi-dwelling unit building that is separately owned and may be combined with an undivided interest in the common areas and facilities of the premises. Each individual owner may sell or encumber their own dwelling unit.

*Denial* means the refusal to grant a license to a new or renewing applicant by the City.

*Dwelling unit or rental dwelling unit* means a single unit providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation. Each room or group of rooms with an entrance door to the exterior of the building or an entrance door to a common corridor or hallway is a separate dwelling unit.

*Efficiency dwelling unit* means a dwelling unit containing only one habitable room, plus bathroom facilities.

~~*Electrical code* means the Minnesota State Electrical Code.~~

*Extermination* means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, or trapping; or by any other recognized and legal pest elimination method approved by the Code Official.

*Fire code* means the Minnesota State Fire Code.

*Health Officer* means any elected or appointed health officer of the state, the county or the City.

*Infestation* means the presence of insects, rodents or other pests in numbers large enough to be harmful, threatening or obnoxious to human life.

*Lease* means an oral or written agreement between a rental dwelling unit owner and a tenant for temporary use of a rental dwelling unit, usually in exchange for payment of rent.

*License* means the formal approval of an activity specified on the certificate of license issued by the City.

*License application* means the form provided by the City, which must be completed by the owner, by which an owner requests a license.

*Licensee* means an owner of a rental dwelling unit who has been issued a license by the City for the rental dwelling unit.

*Manager* means a person or entity who has charge, care or control of a rental dwelling.

~~*Mechanical code* means the Minnesota State Mechanical Code.~~

*Nuisance* means any of the following:

- (1) Any ~~act that constitutes a~~ public nuisance ~~under state statute or City Code, as provided for in chapter 6, article 2; ?????~~
- (2) Any unsafe condition that is attractive to minors, including, but not limited to, unprotected well openings or excavations, abandoned refrigerators and structurally unsound fences;

- (3) Overcrowding of a rental dwelling unit with human occupants or personal property;
- (4) Insufficient ventilation or illumination of a rental dwelling unit;
- (5) Inadequate or unsanitary sewage or plumbing facilities serving a rental dwelling unit; or
- (6) Any unsafe condition, as determined by the Code Official or Health Officer.

*Owner* means a person or entity that owns or has any ownership interest in a rental dwelling.

~~*Plumbing code* means the Minnesota State Plumbing Code.~~

*Premises* means the real estate upon which any rental dwelling unit subject to this article is located.

*Refuse* means all putrescible and non-putrescible waste solids, including garbage and rubbish.

*Rent* means the consideration paid by a tenant to the owner of a rental dwelling unit for temporary and exclusive use of the rental dwelling unit by the tenant. The consideration is not limited to cash.

*Rental dwelling* means any building containing one or more dwelling units.

*Rental license* means a license issued by the City pursuant to this article.

*Revoke* means to take back a license issued by the City.

*Single-family dwelling* means a building or portion thereof containing one dwelling unit. For purposes of this article, a single-family dwelling unit includes a freestanding single-family residence, a single dwelling in a cooperative, an individual condominium or townhouse, a single dwelling unit in a nonresidential structure or a dwelling unit offered for rent in a duplex in which the owner occupies the other dwelling unit.

*Sleeping room* means any room used or intended to be used by a tenant for sleeping purposes with or without meals and not licensed by the Minnesota Department of Health.

~~*Substandard dwelling unit* means any rental dwelling unit that is not safe due to inadequate maintenance, dilapidation, physical damage, unsanitary condition, abandonment or any other reason.~~

*Suspend* means to make a license temporarily inoperative.

*Tenant* means any adult person granted temporary use of a rental dwelling unit pursuant to a lease with the owner of the rental dwelling unit.

*Townhouse* means a single-family dwelling constructed in a group of dwellings attached to each other and where each dwelling unit extends from the foundation to the roof and is separated from other dwelling units by property lines.

*Two-family dwelling* means a building or portion thereof containing two dwelling units.

**Secs. 4-510—4-540. Reserved.**

## *PART 2. REGISTRATION AND LICENSING*

### **Sec. 4-541. Rental license; issuance.**

- (a) *License required; dwelling inspections.* No owner or manager shall allow the occupancy of a rental dwelling unit by a tenant prior to the issuance of a rental license by the City ~~for the rental dwelling unit~~. Further, no owner or manager shall allow the occupancy of a ~~rental~~ dwelling unit by a tenant after the expiration of the rental license ~~for the rental dwelling unit~~ unless the rental license has been properly renewed. Upon receipt of the properly executed application for a rental license, the Code Official shall, after request by the owner

on such form as the Code Official requires, cause an inspection to be made of the rental dwelling unit to determine whether it is in compliance with this article, other City ordinances and the laws of the state. Every rental dwelling unit shall be re-inspected after a renewal license application is filed to determine if it conforms to all applicable codes and ordinances.

- (1) *License application filed; contents.* A license application shall be submitted to the Code Official on a form furnished by the City and must contain the following information:
  - a. Name, address, email, and telephone number of the owner of the rental dwelling unit. This is the address that all future correspondence from the City will be sent to. The owner shall indicate if the owner is a corporation, partnership or sole proprietorship;
  - b. Name, address and telephone number of any owner's agent responsible for the management of the rental dwelling unit;
  - c. Legal address of the rental dwelling unit;
  - d. Number and type of dwelling unit (one bedroom, two bedroom and the like); and
  - e. Other information as deemed necessary by the Code Official.
- (2) *Changes in ownership and amended licenses.* A license is not assignable. Any changes occurring in the ownership of a rental dwelling unit require a new license. The new owner must obtain a new license within 30 days of acquiring the premises. The fee paid for the new license shall be the fee required for an initial license. If any changes occur in any information required on the license application, the owner must submit an amended license application to the City within 30 days of the change. If any rental dwelling units are added to a current license, the additional rental dwelling units must be licensed by amendment of the current license and must be accompanied by the fee required for the additional rental dwelling units.
- (3) *Bi-annual licensing.* All rental dwelling units shall be licensed before being let, in whole or in part. Licenses will expire bi-annually at 12:00 midnight on June 1 of even-numbered years. The license for each rental dwelling unit must be renewed bi-annually on or before June 1 of even-numbered years. Rental dwelling units must be registered as a sleeping room, a single-family dwelling, a two-family dwelling or an apartment building. The fully completed license application must be submitted to the City with the required fee no later than April 15 of the even-numbered year. The owner or applicant must complete such forms as the Code Official requires and arrange for the inspection by the Code Official on or before May 1 of the even-numbered year.
  - ~~a. All rental dwelling units shall be licensed before being let, in whole or in part. Licenses will expire bi-annually at 12:00 midnight on June 1 of even-numbered years. The license for each rental dwelling unit must be renewed bi-annually on or before June 1 of even-numbered years. Rental dwelling units must be registered as a sleeping room, a single-family dwelling, a two-family dwelling or an apartment building. The fully completed license application must be submitted to the City with the required fee no later than April 15 of the even-numbered year. The owner or applicant must complete such forms as the Code Official requires and arrange for the inspection by the Code Official on or before May 1 of the even-numbered year.~~
  - ~~b. It shall be required that initial rental permits be approved by June 1, 2024. The initial rental permit shall remain in effect until June 1, 2026. The rental housing licensing timeline shall follow the guidelines as set forth in this section after the specified June 1, 2026 date.~~
- (4) *License fee.* The license fee required by this article shall be set forth in the fee schedule. Such fee must accompany the license application. The license fee may be increased when an application is received after the established deadline. Rental dwelling units owned or under the control of the City must be licensed, but are exempt from paying license fees.

- (5) *Record retention.* The license application and all other documents pertinent to a rental dwelling unit shall be kept on file in the office of the Code Official. A copy shall be furnished to the owner or other authorized person upon request.
- (b) *Exceptions.* The provisions of this article do not apply to, and a rental license is not required for:
- (1) Dwellings occupied by an immediate relative. For the purpose of this exemption, the term "relative" shall be defined as a spouse, partner, parent, stepparent, child, stepchild, grandparent, grandchild, sibling, uncle, aunt, nephew, and niece. The compliance official may require sufficient written proof from the owner stipulating the relationship and living agreements.
  - (2) Hospitals, nursing homes, assisted living, memory care, or other institutional facilities used for human habitation where medical or mental health treatment services, or both, are provided and licensed by state or federal agencies concerning the safety of the users or patients.
  - (3) Residential property that has been sold by contract for deed if the buyer occupies the property and the sale document used to memorialize the sale is a state uniform conveyancing form or is recorded with the County Recorder's office and a copy is provided to the City upon request.
- (c) *Issuance of license.* The City shall issue a license if, following inspection by the Code Official, the rental dwelling unit and the license application are found to be in compliance with the provisions of this section and any required license fees are paid. A license will be issued for each rental dwelling unit. If two or more rental dwelling units are located within a single building, each rental dwelling unit must have a separate license.
- (d) *Apartment buildings.* In any apartment building, a single license shall be issued for all of the dwelling units in that building. When more than one apartment building containing dwelling units exists on one premises or parcel, a separate license shall be required for each building.

(Ord. No. 325, § 1, 12-27-2023)

#### **Sec. 4-542. Conformance to laws.**

No license shall be issued unless the rental dwelling and its premises conform to the ordinances of the City, the Minnesota State Building Code, and ~~the all applicable~~ laws of the state.

#### **Sec. 4-543. Authority.**

The Code Official shall be responsible for the enforcement and administration of this article. Authority to take any action authorized under this article may be delegated to the Code Official's authorized designee.

#### **Sec. 4-544. Inspection.**

No license shall be issued unless the owner agrees in the application to permit inspections. The act of filing an application with the City for a license shall be deemed to be the owner's consent to such inspections and to all other provisions in this article. The Code Official may, in addition to inspections in conjunction with a license application, set up a schedule of periodic inspections to ensure compliance with this article. The Code Official shall provide reasonable notice to the owner or the owner's agent as to the date and time of the inspection. The refusal of any licensee to permit such inspections is a violation of this article and the terms and conditions of the license, and shall be sufficient grounds for license suspension and revocation. If any owner, owner's agent or tenant of a rental dwelling unit fails or refuses to permit entry to the rental dwelling unit under their control for an inspection pursuant to this article, the Code Official may secure an administrative search warrant or may pursue any such other remedies provided by City ordinance or provided by law and equity.



**Sec. 4-545. Posting of license.**

Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license for that dwelling.

**Secs. 4-546—4-576. Reserved.*****PART 3. MAINTENANCE, CONDITIONS, AND STANDARDS*****Sec. 4-577. Substandard dwelling unit.**

No substandard dwelling units are allowed. A substandard dwelling unit is any rental dwelling unit that is not safe due to inadequate maintenance, dilapidation, physical damage, unsanitary condition, abandonment or any other reason determined by the City.

**Sec. 4-578. Improper occupancy and occupancy limits.**

No rental dwelling shall be used in a manner inconsistent with its design or construction. A rental dwelling unit shall be limited to the maximum permissible occupancy determined according to the occupancy limitations of the International Property Maintenance Code. An owner may adopt standards that reduce the maximum occupancy of a dwelling unit from the standards set in the International Property Maintenance Code.

**Sec. 4-579. Smoke detectors.**

Each rental dwelling unit shall have an approved and operational smoke detector installed in the manner and located required by Minn. Stat. § 299F.362, as may be amended from time to time. No smoke detector installed in a rental dwelling unit shall be allowed to remain disabled or non-functional. If a smoke detector is reported to be disabled or non-functional, the owner or manager shall take immediate action to render the smoke detector operational or replace it.

**Sec. 4-580. Carbon monoxide alarms.**

Each rental dwelling unit shall have an approved and operational carbon monoxide alarm installed within ten feet of each room used for sleeping purposes as required by Minn. Stats. §§ 299F.50 and 299F.51, as may be amended from time to time, unless an exception listed in Minn. Stats. § 299F.51, subd. 5, as it may be amended from time to time, applies.

**~~Sec. 4-581. Unused or discarded items.~~**

~~Discarded, unused and junk appliances, furniture, mattresses and other items shall be promptly removed from the premises, but in all cases such removal shall occur within seven days.~~

**Sec. 4-58~~1~~2. Fuel storage.**

LP tanks, gasoline tanks and kerosene tanks shall only be stored outdoors.

**Sec. 4-58~~23~~3. Fueled equipment.**

Fueled equipment, including, but not limited to, motorcycles, mopeds, lawncare equipment and portable cooking equipment, shall only be stored outdoors or in the garage of a rental dwelling.

**Sec. 4-58~~34~~4. Barbecues and open flames.**

No person shall kindle, maintain or cause any fire or open flame on any balcony above ground level, on any roof or on any ground floor patio within 15 feet of any rental dwelling unit. Further, no person shall store or use any fuel, barbecue, torch or similar heating or lighting chemicals or device in such locations.

**Sec. 4-58~~45~~5. Sidewalks, walkways, stairs, driveways, and the like.**

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas on a premises shall be kept in a proper state of repair and maintained free from hazardous conditions.

**Sec. 4-58~~56~~6. Defacement of property.**

If a rental dwelling is defaced by graffiti, the graffiti shall promptly be removed.

**~~Sec. 4-587. Foundations, roofs, exterior walls, and surfaces.~~**

- ~~(a) All exterior surfaces shall be of a material manufactured or processed specifically for use in such a weather-exposed location, including redwood and other naturally suitable materials, and every exterior wall, chimney, foundation, and roof shall be reasonably weathertight, watertight, and rodentproof, and shall be kept in a professional state of maintenance and repair. Exterior walls shall be reasonably maintained and kept free from dilapidation through a significant number or amount of cracks, tears, or breaks, or from significant deterioration of plaster, stucco, brick, wood, or other structural or protective material, and the exterior walls shall not exhibit reasonable evidence of long neglect as determined by the Code Official.~~
- ~~(b) The protective surface on exterior walls of a rental dwelling above ground level shall be maintained in good repair so as to provide a sufficient covering and protection from deterioration of the structural surface underneath. Without limiting the generality of this section, a protective surface of a rental dwelling shall be deemed to be out of repair if the Code Official reasonably determines that:
 
  - ~~(1) The exterior surface, including window trim, cornice members, porch railings, and other such areas, has a significant amount of paint that is blistered, cracked, flaked, scaled, or chalked away;~~
  - ~~(2) A significant amount of the pointing of any chimney or the pointing of any brick or stone wall is loose or has fallen out;~~
  - ~~(3) Any exterior surface or plane required to be repaired under the provisions of this section shall be repaired in its entirety.~~~~
- ~~(c) No exterior wall of any rental dwelling or accessory structure shall have a significant amount of paint that is blistered, cracked, flaked, scaled, or chalked away.~~
- ~~(d) No person shall apply any paint on the exterior surface of any rental dwelling or accessory structure unless such paint contains less than 0.06 percent lead.~~

**Sec. 4-588. Interior.**

- (a) ~~Every interior partition, wall, floor, door, window, trim surface, radiator, and ceiling in every rental dwelling shall be kept in a professional state of repair. In other than owner-occupied dwellings units, such components shall be provided with an interior finish material specifically manufactured for, and intended to be used as, an interior finish surface. Walls, floors, and ceilings that are required to be fire rated by new construction regulations shall be maintained and repaired to prevent a lowering of the resistance to fire or the spread of fire. In addition, maintenance and repairs to walls, floors, and ceilings separating dwelling units, or separating dwelling units from public corridors or stairways, shall be done in a manner that will not reduce the sound transmission class of such walls, floors, or ceilings. Dwelling unit doors leading to communal, shared, or public areas, when replaced, shall be replaced with an approved solid core door not less than 1¾ inches in thickness. For purposes of this section, professional state of repair shall apply to the repair and application of all interior finishes to any surface whatsoever. Interior finished walls shall meet the flame spread classification set forth in the building code or fire code, as adopted by the City, when such interior finishes are hereafter altered, refinished, repaired, or replaced. Bathroom and toilet room floor surfaces shall be reasonably impervious to moisture.~~
- (b) ~~No person shall apply any paint on the interior surface of any rental dwelling or rental dwelling unit, unless such paint contains less than 0.06 percent lead.~~
- (c) ~~No interior wall of any building accessory thereto shall have paint that is blistered, cracked, flaked, scaled, or chalked away.~~

**Sec. 4-589. Rainwater drainage.**

~~All rainwater shall be so drained and conveyed from every roof so as not to cause dampness in the walls, ceilings, or floors of any portion of the dwelling, or of any adjacent building or structure. Gutters and downspouts, if provided, shall be kept in a professional state of repair and in compliance with the provisions of this article.~~

**Sec. 4-590. Windows, exterior doors, hatchways.**

- (a) ~~Every window, exterior door, and basement hatchway shall be reasonably weathertight, watertight, and rodentproof, and shall be kept in a professional state of maintenance and repair. Every exterior window shall consist of either double-insulated glass or single strength glass with a storm window, or the equivalent. Every exterior door on a rental dwelling or rental dwelling unit, except those which are required to be out-swinging based on occupant load, shall be provided with a storm door unless the principal door has an "R" value of two or more. All windows in such principal doors shall consist of double-insulated glass. Storm windows and storm doors shall be installed not later than November 1 of each year. The owner or manager shall be responsible for installing all storm windows and storm doors.~~
- (b) ~~The following energy conservation measures are required:~~
- ~~(1) Install weatherstripping between exterior operable window sash and frames and between exterior door and frames. (Exception: weatherstripping is not required on storm doors or storm windows.)~~
  - ~~(2) Caulk, gasket, or otherwise seal exterior joints between foundation and rim joist, around window and door frames, between wall and roof, between wall panels, at penetrations for utility services through walls, floors, and roofs, and all other openings in the exterior envelope.~~

**~~Sec. 4-591. Stairways and porches.~~**

- (a) ~~Construction and maintenance generally; live load.~~ Every inside and all outside stairways attached to a rental dwelling, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in a professional state of maintenance and repair. Normal use live load shall be the uniform load as set out in the building code, as adopted by the City.
- (b) ~~Handrails.~~ Every inside and all outside stairways attached to a rental dwelling shall comply with the requirements of the building code and the fire code, as adopted by the City, concerning handrails. Handrails that were in existence prior to the effective date of these regulations are exempt from these regulations; however, any handrail in a rental dwelling that is remodeled, altered, or repaired after such date shall be required to conform to this subsection.
- (c) ~~Required means of egress to be kept clean.~~ Required means of egress that are exposed to the elements shall be kept clear at all times of rubbish, snow, ice, or other obstructions when such egress serves a multiple dwelling.

**~~Sec. 4-592. Guardrails.~~**

~~All accessible doorways, unenclosed floor and roof openings, open stairs, porches, balconies, walkways, and landings of a rental dwelling shall comply with the requirements of the building code and the fire code, as adopted by the City, concerning guardrails. New installations or replacements of guardrails shall be in compliance with the building code and the fire code, as adopted by the City.~~

**~~Sec. 4-593. Rental dwelling and rental dwelling unit storage.~~**

~~No rental dwelling or rental dwelling unit shall allow the disorganized storage of materials so as to pose a danger to residents therein as a result of infestation of pests, increased fire hazard, and blockage of rescue equipment.~~

**Sec. 4-58694. Maintenance of shared or public areas.**

Every owner shall maintain rental dwellings in a clean, sanitary, and safe condition, including the shared or public areas of the rental dwelling or rental dwelling unit and its premises.

**Sec. 4-58795. Maintenance of occupied areas.**

All occupied areas shall be maintained in a clean, sanitary, and safe condition.

**Sec. 4-58896. Pest infestations.**

No rental dwelling or rental dwelling unit shall allow the accumulation of materials in such a manner that may provide rodent harborage in or about any rental dwelling, rental dwelling unit, public or shared area, or building. Materials stored shall be stacked neatly. Pest extermination shall be the responsibility of the owner.

**Sec. 4-58997. Minimum exterior lighting.**

The owner of a rental dwelling shall be responsible for providing and maintaining effective illumination in all exterior parking lots and walkways, subject to the light standards provided by City Code Section and the Building Code.

**Sec. 4-5908. Maintenance of driving and parking areas.**

The owner shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.

**~~Sec. 4-599. Minimum facility standards.~~**

~~No rental dwelling unit shall be permitted occupancy without the installation of adequate facilities (kitchen, toilet, lavatory sink, bathtub or shower) which are to be in good working condition, properly connected to an approved water supply system, provide at all times an adequate amount of heated and unheated water under pressure, and shall be connected to an approved sewer system.~~

**~~Sec. 4-600. Access to rental dwelling unit.~~**

~~A safe means of access to or egress from each rental dwelling or rental dwelling unit shall be provided that does not require a person entering or exiting such rental dwelling or rental dwelling unit to enter or pass through any other dwelling unit.~~

**Sec. 4-591601. Door locks.**

No owner shall occupy or let to another for occupancy any rental dwelling or rental dwelling unit unless all exterior doors of the rental dwelling or rental dwelling unit are equipped with safe, functioning locking devices. Multiple-tenant dwellings shall be furnished with door locks as follows:

- (1) For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple-tenant dwelling units, and except as otherwise permitted or required by state law, an approved security system shall be maintained for each multiple-tenant dwelling unit to control access. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual rental dwelling units. Dead-latch type door locks shall be provided with lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently unlocked from the inside.
- (2) Every door that is designed to provide ingress for a rental dwelling unit within a multiple-tenant dwelling unit shall be equipped with an approved lock that has a deadbolt that cannot be retracted by end pressure; provided, however, that such door shall be operable from the inside without the use of a key or any special knowledge or effort.

**~~Sec. 4-602. Nonhabitable room ventilation.~~**

~~Every bathroom and water closet compartment and every laundry and utility room shall adhere to room ventilation standards contained in the building code.~~

**~~Sec. 4-603. Electric service, outlets, and fixtures.~~**

~~Every rental dwelling or rental dwelling unit and all public and common areas shall be supplied with electric service, functioning overcurrent protection devices, electric outlets, and electric fixtures which are properly installed, all of which shall be maintained in good and safe working conditions and shall be connected to a source of electric power in a manner prescribed by the ordinances, rules, and regulations of the City and by the laws of~~

the state. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:

- (1) Dwelling units containing two or more rental dwelling units shall have at least the equivalent of 60 ampere, three-wire electric service per dwelling unit.
- (2) Rental dwelling units shall have an electric circuit system that complies with the building code and the fire code, as adopted by the City.
- (3) Every habitable room shall comply with the building code and the fire code, as adopted by the City, concerning floor or wall-type electric convenience outlets, and in no case shall any habitable room have fewer than two such electric outlets; provided, however, that one ceiling or wall-type light fixture may be supplied in lieu of one required electric outlet.
- (4) Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one supplied ceiling or wall-type electric light fixture, and every bathroom, kitchen, and laundry room shall contain at least one electric convenience outlet.
- (5) Every public corridor and stairway in every multiple-tenant dwelling shall be adequately lighted by natural or electric light at all times at one footcandle at floor level, so as to provide effective illumination in all its parts.
- (6) A convenient switch or equivalent device for turning on a light in each rental dwelling unit shall be located near the point of entrance to such unit.

#### **Sec. 4-604. Minimum thermal standards.**

No person shall occupy as owner or let for occupancy any rental dwelling, rental dwelling unit, or its portion, which does not have heating facilities which are properly installed, and which are maintained in safe and good working condition, and which are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit, or such lesser temperature required by government authority, at a distance of three feet above floor level and three feet from exterior walls. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this section. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirements of this section and is prohibited. No owner or tenant shall install, operate, or use a space heater employing a flame that is not vented outside the structure in an approved manner.

#### **Sec. 4-592605. General maintenance; exterior structures.**

All fences and accessory structures are to be properly maintained in good repair and appearance. Fences shall be constructed of metal, wood, masonry, or other decay resistant material. Material for such structures may also be made weather resistant through the use of decay resistant materials, such as paint or other preservatives.

#### **Sec. 4-593606. Access through sleeping rooms and bathrooms.**

Except as otherwise permitted or required by state law, no rental dwelling unit containing two or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by tenants of more than one sleeping room can be gained only by going through another sleeping room, nor shall the room arrangement be such that access to a sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement, or cellar, or to the exterior of any rental dwelling or rental dwelling unit.

**Sec. 4-607. Occupancy limitations.**

~~The maximum permissible occupancy of any licensed rental unit is determined according to the occupancy limitations of the International Property Maintenance Code. An owner may adopt standards that reduce the maximum occupancy of a dwelling unit from the standards set in the International Property Maintenance Code.~~

~~(Ord. No. 326, § 1, 3-25-2024)~~

**Sec. 4-594. Property as a nuisance.**

The property shall not constitute a nuisance.

**Sec. 4-595. Responsibility for utility billing.**

Utility billing shall be billed to the owners address on file with the rental permit application in accordance with the total amount of utilities used on the rental dwelling property for the given period. It shall be the responsibility of the owner or owner's agent to properly distribute utility costs to the appropriate tenant.

(Ord. No. 325, § 1, 12-27-2023)

**Secs. 4-~~596608~~—4-637. Reserved.****PART 4. ~~OTHER MISCELLANEOUS CONDITIONS~~SAFE RENTAL HOUSING****Sec. 4-638. Property as a nuisance.**

~~The property shall not constitute a nuisance under chapter 6, article 2.~~

**Sec. 4-639. Responsibility for utility billing.**

~~Utility billing shall be billed to the owners address on file with the rental permit application in accordance with the total amount of utilities used on the rental dwelling property for the given period. It shall be the responsibility of the owner or owner's agent to properly distribute utility costs to the appropriate tenant.~~

~~(Ord. No. 325, § 1, 12-27-2023)~~

**Sec. 4-638. Definitions**

The definitions in section 4-509 shall apply to this part, unless modified or supplemented below. The following words, terms and phrases, when used in this part, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Criminal activity* means prostitution, criminal street gang activity, threatening, intimidating or assaultive behavior, the unlawful discharge of firearms, or any other criminal activity on or near the premises that jeopardizes the health, safety and welfare of the owner or manager, or any tenant, neighbor, or other third party, or involving imminent or actual serious property damage, or an activity that constitutes one of the enumerated instances of disorderly conduct in section 4-641.

Drug related criminal activity means the illegal manufacture, sale, distribution, use, or possession with or without intent to manufacture, sell, distribute, or use a controlled substance or any substance represented to be drugs as defined in section 102 of the Controlled Substances Act (21 USC 802).

#### **Sec. 4-639. Criminal background check.**

- (a) The City recommends, but does not require, that an owner or manager of a rental dwelling conduct a criminal background check on all prospective tenants. If conducted, a criminal background check should include the following:
  - (1) A statewide criminal history check of all prospective tenants covering the last five years utilizing the most recent update of the state criminal history files;
  - (2) A statewide criminal and civil court records check of all prospective covering at least the last five years including all misdemeanor, gross misdemeanor, and felony convictions related to property offenses, fraud, violence against persons, or sex offenses;
  - (3) A statewide criminal history check of any prospective tenant in their previous states of residence, if available, covering the last five years if they have not resided in the state for five years or longer.
- (b) The owner or manager shall maintain a current register of tenants and other persons who have a lawful right to occupancy of any rental dwelling unit. The register of tenants must include the full name, date of birth, and the most current telephone number available for each tenant or other lawful occupants. The tenant register must be available for review by the City upon request.
- (c) If an owner or manager undertakes a criminal background check, a review of the results should focus on felony convictions relating to property offenses, fraud, violence against persons, and sex offenses. If the owner or manager intends to rely on a background check to deny any prospective tenancy, the owner or manager must conduct an individualized assessment of the prospective tenancy after allowing the prospective tenant a reasonable opportunity to supply additional information. It is not the intention or desire of the City to intrude on the decision-making of an owner or manager as to prospective tenants, but rather to assure that all prospective tenants receive a fair opportunity to secure housing.

#### **Sec. 4-640. Lease requirements.**

- (a) Lease addendum. All tenant leases for a rental dwelling, except for those dwellings or property that do not require a rental license pursuant to section 4-541 and subject to all preemptory state and federal laws, shall contain the following language or equivalent:
  - (1) Tenant, any members of the tenant's household, a guest or other person affiliated with a tenant shall not engage in criminal activity, including drug-related criminal activity on the premises.
  - (2) Tenant, any member of the tenant's household or a guest or other person affiliated with tenant shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on the premises
  - (3) Tenant, any member of the tenant's household, or a guest or other person affiliated with the tenant shall not permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity.
  - (4) Tenant, any member of the tenant's household or a guest or other person affiliated with the tenant shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance on the premises.
- (b) Non-exclusive remedies. The lease addendum is in addition to all other terms of the lease and does not limit or replace any other provisions.



- (c) Incorporation. The lease addendum shall be incorporated with all new and renewed leases for a tenancy.
- (d) Copy made available. A copy of any and all leases and lease addendums for property subject to an active rental license under this article shall be made available upon request by the City.

#### **Sec. 4-641 Conduct on rental properties.**

- (a) Disorderly conduct. The owner or manager of a rental dwelling shall be responsible for ensuring that persons occupying a rental dwelling unit, whether as tenants or guests, conduct themselves in such a manner as to not cause the premises to be disorderly. “Disorderly conduct” means conduct on or near the premises that is prohibited by any of the following regulations:
- (1) Gambling in violation of Minn. Stats. §§ 609.75 through 609.76.
  - (2) Prostitution and acts relating thereto in violation of Minn. Stats. §§ 609.321, 609.322, and 609.324.
  - (3) The unlawful sale or possession of controlled substances as prohibited by Minn. Stats. §§ 152.01 through 152.025, and 152.027, subds. 1 and 2.
  - (4) The unlawful sale of alcoholic beverages as prohibited by Minn. Stat. § 340A.401.
  - (5) The unlawful possession, transportation, sale, or use of a weapon as prohibited by Minn. Stats. §§ 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716, and chapter 6, article 3, of this Code.
  - (6) Disorderly conduct in violation of Minn. Stat. § 609.72, when the violation disturbs the peace and quiet of the occupants of at least one rental dwelling unit on the licensed premises or other premises, other than the unit occupied by the persons committing the violation.
  - (7) Failure to comply with dangerous or potentially dangerous dog requirements in violation of chapter 4, article 11 of this Code or Minn. Stats. Ch. 347.
  - (8) Obscenity crimes, as defined by Minn. Stats. §§ 617.23, 617.241, 617.246, 617.247.
  - (9) Assault, as defined by Minn. Stats. §§ 609.221, 609.222, 609.223, 609.2231, and 609.224, excluding domestic assaults.
  - (10) Public nuisance, as defined by chapter 6, article 2 of this Code or Minn. Stats. §§ 609.74 and 609.745.
  - (11) The unlawful sale, furnishing, use, or possession of intoxicating liquor in violation of chapter 4, article 10 of this Code and state law.
  - (12) Criminal damage to property in violation of Minn. Stat. § 609.595.
  - (13) The unlawful sale or possession of cannabis in violation of Minn. Stats. §§ 152.0263 and 152.0264.
  - (14) Interference with a police officer in violation of Minn. Stat. § 609.50.
  - (15) Terroristic threats in violation of Minn. Stat. § 609.713.
  - (16) Committing a crime for benefit of a gang in violation of Minn. Stat. § 609.229.
  - (17) Criminal sexual conduct in violation of Minn. Stats. §§ 609.342—609.3451.
  - (18) Burglary in violation of Minn. Stat. § 609.582.
  - (19) Stalking in violation of Minn. Stat. § 609.749.
  - (20) Trespassing in violation of Minn. Stat. § 609.605.
  - (21) Theft in violation of Minn. Stat. § 609.52.
  - (22) Receipt of stolen property in violation of Minn. Stat. § 609.53.

(23) Aiding an offender in violation of Minn. Stat. § 609.495.

(24) Tampering with a motor vehicle in violation of Minn. Stat. 609.456.

(25) Arson in violation of Minn. Stats. §§ 609.561—609.5632.

(b) Exemptions. The following actions shall not be considered disorderly conduct:

(1) Where there is a report of domestic abuse between family or household members as defined in Minn. Stat. § 518B.01, subd. 2.

(2) Where there is a report of criminal sexual conduct as defined in Minn. Stats. §§ 609.342—609.3451 between family or household members.

(3) Calls for assistance related to mental health or other health crises.

(4) When there is an emergency call as defined in Minn. Stat. § 609.78, subd.3, resulting from a tenant, a member of a tenant's household, or a guest seeking emergency assistance protected by Minn. Stat. § 504B.205.

(c) Determining disorderly conduct. A determination that disorderly conduct as described in subsection (a) of this section has occurred shall be made by the West Hennepin Public Safety Department when there is a preponderance of evidence to support such a determination. It shall not be necessary that criminal charges are brought to support a determination of disorderly conduct, nor shall the dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this article. For purposes of this section, preponderance of evidence shall mean evidence to support a reasonable determination that it is more likely than not that the alleged conduct occurred, A person adversely affected by such determination may appeal the decision as set forth in section 1-20 of this Code.

#### **Sec. 4-~~640~~642. No retaliation.**

Per Minn. Stats. § 504B.205, subd. 2, as it may be amended from time to time:

- (1) A landlord may not:
  - a. Bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct; or
  - b. Impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct.
- (2) A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

#### **Secs. 4-64~~31~~—4-671. Reserved.**

### ***PART 5. ENFORCEMENT, APPEALS, AND PENALTY***

#### **Sec. 4-672. Responsibilities.**

Owners are liable for violations of this article even though an obligation is also imposed on a manager or tenant and even if an owner has, by agreement, imposed on the manager or tenant the duty of complying with this article or any part hereof.

**Sec. 4-673. No warranty by City.**

By enacting and undertaking to enforce this article, the City, the City employees and the City Council and its agents do not warrant or guarantee the safety, fitness or suitability of any dwelling in the City. Owners and tenants should take whatever steps are deemed appropriate to protect their interests, health, safety and welfare.

**Sec. 4-674. Enforcement.**

- (a) *Authority.* The Code Official shall enforce or cause the enforcement of this article. The Code Official shall have the power to render interpretations of this article in conformity with the intent and purpose of this article.
- (b) *Compliance inspections.* When the Code Official or a Health Officer has reasonable cause to believe that a condition exists in regard to a rental dwelling or the premises that violates this article, including, but not limited to, a tenant complaint made in good faith, the Code Official or Health Officer may enter the rental dwelling to inspect, reinspect, or otherwise perform the duties imposed by this article. No such entry shall be made, however, unless:
  - (1) The owner, manager or tenant permits entry;
  - (2) The Code Official or Health Officer secures an administrative warrant from a court with jurisdiction; or
  - (3) An emergency exists.
- (c) *Compliance orders.* The Building Official or designee is authorized to issue compliance orders to the owner of any rental dwelling or rental dwelling unit that is found to be in violation of any provision of this article or other applicable statutes, ordinances, codes, or other law. The compliance order shall state the following:
  - (1) The nature of each violation, including a citation to the specific provision of this article or other applicable law that has been violated.
  - (2) The time within which each violation must be remedied. The time provided for compliance for each violation shall be determined by the official issuing the compliance order, in the official's sole discretion, based on the nature and severity of the violation and the magnitude of the risk it presents to the health, safety, and welfare of the tenant or any other person; provided, however, that the compliance period shall not exceed 30 days except in extraordinary circumstances upon a showing that a 30-day compliance period would create an undue hardship for the owner or manager and that a longer compliance period would not pose an unreasonable risk to the public health, safety, or welfare. In such cases, the compliance period shall be no longer than necessary to prevent the hardship that would otherwise be created.

**Sec. 4-675. Revoking, suspending, denying or not renewing license; effect.**

- (a) *Generally.*
  - (1) *License action.* The City Council may revoke, suspend, deny or decline to renew any license issued under this article. In buildings containing more than one rental dwelling unit, the revocation, suspension, denial or declination may apply to one or more rental dwelling units at the discretion of the City Council. The basis for such revocation, suspension, denial or non-renewal includes any of the following circumstances:
    - a. The license was procured by misrepresentation of material facts with regard to the rental dwelling unit or the ownership of the rental dwelling unit;

- b. The owner, applicant or one acting in their behalf made oral or written misstatements accompanying the license application;
  - c. The owner, applicant or one acting in their behalf has failed to comply with any condition set forth in any other permits granted by the City for the premises or a rental dwelling unit on the premises;
  - d. The activities of the owner/applicant create or have created a danger to the public health, safety or welfare for the premises or a rental dwelling unit on the premises;
  - e. The rental dwelling unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public;
  - f. Failure to pay any application fee required by this article;
  - g. Following the third instance of disorderly ~~behavior that is not subject to the exception or the circumstances set forth in this article;~~ conduct as set forth in section 4-641 of this Code;
  - h. Violation of any regulation or provision of this article applicable to the activity to which the license has been granted or any regulation or law of the state so applicable;
  - i. Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the license; and/or
  - j. Any violation of this article.
- (2) *Notification.* The Code Official shall notify the owner or the owner's agent in writing of the basis for the revocation, suspension, denial or nonrenewal and the date upon which the City Council shall review the request to revoke, suspend or deny the license or if the basis for a nonrenewal of the license is for a reason other than the physical condition of the rental dwelling unit or the premises. The notice required by this section shall be served upon the owner or the owner's agent at least 20 days before the City Council hearing. Service shall be deemed sufficient if the notice is sent to the owner or the owner's agent by first class mail at the address provided in the license application. It shall be the responsibility of the owner or the owner's agent to notify the tenant in writing of the hearing date, time and place.
- (3) *Hearing.* The owner or the owner's agent shall be given an opportunity for a hearing in front of the City Council. At the hearing, the owner and the Code Official shall have opportunity to present evidence, but the strict rules of evidence shall not apply. The City Council shall receive and give weight to evidence.
- (4) *Decision.* The City Council shall make findings based on the evidence and shall make a decision on the recommendation to revoke, suspend, deny or non-renew (solely for issues not related to physical condition of the rental dwelling unit or the premises) a license based on the findings. The City Council shall issue a written decision regarding the recommendation of the Code Official within 30 days following the date of the hearing and shall notify the appellant of the decision by first class mail with a duplicate copy to the Code Official. The decision shall specify the rental dwelling unit or the premises to which it applies. Thereafter, and until a license is reissued or reinstated, no rental dwelling unit that has had its rental license revoked, suspended, denied or non-renewed may be re-let or occupied. Revocation, suspension, denial or non-renewal of a license shall not excuse the owner from compliance with all terms of this section for as long as any rental dwelling units in the building are occupied.
- (5) *License process after revocation, suspension, denial or renewal declination.* After the City Council revokes, suspends, denies or declines to renew a license, no license will be issued for the affected rental dwelling units until the Code Official determines that the applicant/licensee has remedied the conditions identified by the City Council as the basis for its action. A license application to obtain a license for a rental dwelling unit after the City Council has revoked, suspended, denied or declined to

renew a license for the same rental dwelling unit must be accompanied by all fees required by this article.

- (b) *Effect of revocation, suspension, denial or non-renewal.* If a license is revoked, suspended, denied or not renewed by the City Council, it shall be unlawful for the owner or the owner's agent to thereafter permit the occupancy of the then vacant, or thereafter vacated, rental dwelling unit until such time as a valid rental license is obtained for the rental dwelling unit. Issuance of a new license after revocation, suspension, denial or non-renewal shall be made in the manner provided for in section 4-541.

#### **Sec. 4-676. Posted to prevent occupancy.**

Whenever any rental dwelling unit has been denied an initial license or had its license revoked, suspended, denied or not renewed, the rental dwelling unit shall be posted by the Code Official to prevent further occupancy. No person, other than the Code Official, shall remove or alter any posting. The Code Official will post the date the rental dwelling unit shall be vacated, and no person shall reside in, occupy or cause to be occupied that rental dwelling unit until the Code Official permits it.

- (1) *Compliance order.* If the Code Official or Health Officer finds that any violation of this article has occurred, the Code Official or Health Officer may immediately seek to enforce the violation. In the alternative, the Code Official or Health Officer may prepare a compliance order listing all violations and the dates when such violations must be corrected. If a compliance order is issued, the owner, manager or tenant shall correct all violations, or cause them to be corrected, within the time limit set forth by the Code Official or Health Officer. Any violation timely corrected in compliance with such an order shall be deemed remedied by the City and shall not form the basis for a rental license suspension or revocation. Extensions of time to correct may be granted by the Code Official or Health Officer. A request for extension of time shall be made and delivered to the Code Official or Health Officer prior to the expiration date of the applicable correction period. Extensions may be granted by the Code Official or Health Officer upon due evidence shown that the owner, manager or tenant, as applicable, is using all reasonable means to timely correct the violation.
- (2) *Notice to vacate.* The Code Official may post any rental dwelling unit as being in violation of this article and prevent further occupancy by a tenant if a rental dwelling unit is determined, in the opinion of the Code Official and as defined in this article, a substandard dwelling unit. At the time of posting, notice shall be sent to the owner via U.S. mail. Existing tenants shall have 45 days to vacate a posted rental dwelling unit if they are in occupancy at the time of posting, except that occupants shall immediately vacate a posted rental dwelling unit if such occupancy will cause imminent danger to the health or safety of the tenants. No person, other than the Code Official, shall remove or tamper with any placard used for posting. No person shall reside in, occupy or cause to be occupied any building, structure or rental dwelling which has been posted to prevent occupancy, except as set forth herein.

#### **Sec. 4-677. Appeal.**

~~(a) — *Right to appeal.* Any owner, manager or tenant may appeal from any notice and order or any action of the Code Official or Health Officer under this article by filing an appeal to the City Administrator. A written appeal to the City Administrator shall consist of a brief statement in ordinary and concise language regarding the specific order or action protested, together with any material facts claimed to support the contentions of the appellant in the time and manner provided in City Code Section 1-20.~~

~~(b) — *Time allotted for appeal.* The appeal shall be filed within 14 days or within the time of correction as allowed by the Code Official, whichever is shorter, from the date of the service of such order or action of the Code Official.~~

- ~~(c) *Notice of hearing.* Notice of a hearing will be served by first class mail to the appealing party no less than 20 days in advance of the scheduled hearing, unless a shorter period of time is agreed upon. Service shall be deemed complete upon depositing the notice of hearing in the U.S. mail, properly addressed to the last known address of the person requesting the hearing.~~
- ~~(d) *Hearing procedures.* The hearing will be in front of the City Council. At the hearing, the party appealing shall have the opportunity to present testimony and question any witnesses, but the strict rules of evidence shall not apply. The City Council shall receive and give weight to evidence.~~
- ~~(e) *Decisions on appeal.* The City Council shall issue a decision in writing to the appealing party within ten days of the hearing. The decision of the City Council is final and, along with any City Council decision under section 4-675, must be appealed in a Minnesota court of competent jurisdiction within 30 days of the written decision of the City Council.~~

#### **Sec. 4-678. Restrictions on transfer of ownership.**

It shall be unlawful for the owner of any rental dwelling or its portion upon whom a pending compliance order has been served concerning the rental dwelling to sell, transfer, mortgage, lease, or otherwise dispose to another person until the provisions of the tag and compliance order have been complied with, unless such owner shall furnish to the grantee, lessee, or mortgagee a true copy of any notice of violation or compliance order, and shall obtain and possess a receipt of acknowledgment. Anyone securing an interest in the rental dwelling or its portion who has received notice of the existence of a violation tag or compliance order shall be bound by the same without further service of notice and shall be liable to all penalties and procedures provided by this article.

#### **Sec. 4-679. Penalty.**

- (a) A person who violates the provisions of parts 2 and 3 of this article and section 4-~~594638~~ may be charged with a misdemeanor. Each day that a violation continues shall be deemed a separate offense. The Code Official may post the rental dwelling unit by appropriate signs or notices prohibiting occupancy and may act to cause the rental dwelling unit to be vacated or remain vacant until the code violations are corrected.
- (b) A violation of any provision of sections 4-~~595639~~ and 4-~~642640~~ and this part is a misdemeanor. Each day the violation continues is a separate violation. In the alternative, the City shall impose the following administrative penalties upon the owner: \$50.00 fine, plus an additional charge of \$5.00 per day commencing on the day the alleged violation occurs. If, however, the owner has been given a specified correction period by the Code Official, the fine shall be waived if the violation is confirmed corrected by the Code Official before the expiration of such period.



**Executive Summary**  
City Council Workshop

<b>AGENDA ITEM:</b>	Employee Handbook Updates
<b>PREPARED BY:</b>	Jacob Schillander, City Administrator
<b>RECOMMENDED ACTION:</b>	<b>Discussion</b>

**Summary:**

The proposed updates consolidate vacation and sick leave into a unified Paid Time Off (PTO) system for regular employees, introduce compliance with Minnesota’s Earned Sick and Safe Time (ESST) law, and prepare for the upcoming Minnesota Paid Family & Medical Leave program effective January 1, 2026. These changes modernize leave administration, ensure legal compliance, and provide clarity on accruals, usage, and payout provisions.

**Key Changes**

- 1. Transition to PTO System**
  - Combines vacation and sick leave into PTO.
  - New accrual schedule based on years of service:
    - 0–2 years: ~80 hrs/year
    - 3–10 years: ~120 hrs/year
    - 11+ years: ~160 hrs/year
  - Annual cap: 160 hours; excess forfeited.
  - Clarifies PTO payout upon separation with legal considerations.
- 2. Earned Sick and Safe Time (ESST)**
  - Compliance with Minnesota law (effective Jan 1, 2024).
  - Applies to employees working 80+ hrs/year.
  - Accrual: 1 hr per 30 hrs worked; max 48 hrs/year; carryover up to 80 hrs.
  - Expanded qualifying uses (illness, domestic abuse, public emergencies, family care).
- 3. Minnesota Paid Family & Medical Leave**

- New section for state program effective Jan 1, 2026.
  - Up to 12 weeks medical + 12 weeks family leave (max 20 weeks/year).
  - Premium cost split 50/50 between City and employee.
  - Job protection and insurance continuation during leave.
- 4. Leave Policy Updates**
- Clarifies interaction between PTO, ESST, FMLA, and Minnesota Paid Leave.
  - Adds intermittent leave provisions and notice requirements.
  - Updates funeral, military, jury duty, and unpaid leave sections.
- 5. Compliance & Legal Updates**
- Incorporates recent Minnesota statutes on wage disclosure, ESST, and Paid Leave.
  - Adds guidance on PTO payout and unilateral contract considerations.
- 6. Formatting & Terminology**
- Replaces “Vacation” and “Sick Leave” references with PTO.
  - Updates tables, examples, and formulas for accrual calculations.

### **Recommendation**

If Council is in agreement with the handbook and there are no other changes, Staff see direction to place this on the Council Consent Agenda for December 15<sup>th</sup>.





## EMPLOYEE HANDBOOK

Revisions Approved:

October 26, 2020  
March 28, 2022  
October 24, 2022  
March 27, 2023  
June 26, 2023  
September 23, 2024  
April 29, 2025

Originally Created: January 1981

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## **Appendices**

A	Drug and Alcohol Testing for Commercial Drivers Policy
<del>B</del>	<del>Maple Plain Fire Department Compensation Schedule</del>

## 1. INTRODUCTION

### Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Maple Plain. They should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City Council. These policies supersede all previous personnel policies. Appendices A and B are incorporated in and made a part of this document. In the event of inconsistency between the Appendices and this document, the Appendices shall control.

Except as otherwise prohibited by law, the City of Maple Plain 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.

### Scope

These policies apply to all employees of the City. Applicability to the following employment classifications are noted at the beginning of each section or sub-section. Employment classifications include:

- \* Elected
- \* Volunteer
- \* ~~City Administrator~~
- \* Regular Employees
- \* Part-Time Employees
- \* Temporary Employees
- \* ~~Firefighters~~

If a section or subsection applies to all categories, the term “All” shall be used. If any specific provisions of these personnel policies conflict with any employment agreement conditions of that agreement shall prevail. Any policy, or portion thereof, that does not conflict with an employment agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Employee shall receive a copy of such work rules upon hiring. The immediate supervisor shall explain and discuss enforcement of those rules with the employee.

Elected officials are subject to State law as described, for example, in the League of Minnesota Cities Council Handbook.

## Employment Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator.

### Elected

Persons elected by the citizens of Maple Plain or appointed by the City Council to serve as Mayor or City Councilmember.

### Volunteer

Persons, including those serving on citizen advisory boards, commissions and other task-oriented groups organized by the City Council, who participate, coordinate and/or organize City-sponsored meetings, functions, and events without compensation. Volunteers must follow the parameters of the City's employment policies. They are not eligible for City benefits or leave.

### Regular Employees (Full Time)

Employment expected to exceed more than nine (9) months in duration. Regular employees work a minimum of 40 hours per week and are entitled to benefits and accrual of benefits from the initial day of employment, as described in those respective policy sections. Newly hired, promoted and re-hired employees shall serve a six (6) month probationary period. Continued employment is at the sole discretion of the employer.

### Part Time Employees

Employees performing regular, but limited, duties for the City continually for more than (6) months and for less than 40 hours per week on average are considered part-time. Such employees are not eligible for City benefits or leave considerations, except for ~~Earned Sick and Safe~~ESST Time as provided in Section 7. Work schedules are determined by the City Administrator.

### Temporary Employees

Persons hired for specific jobs, projects or period of time of less than six (6) months are considered temporary. Temporary employees are not eligible for City benefits or leave considerations, except for ~~Earned Sick and Safe Time~~ESST as provided in Section 7. Employees included in this classification include, but are not limited to, interns, seasonal parks or public works employees, etc.

### Fire Fighters

~~Employees of the Maple Plain Fire Department. Refer to the Fire Department's Standard Operating Guidelines for more information. The probationary period for a new paid-on-call fire fighter is the later of one (1) year from the date of hire or until receiving Firefighter I and Firefighter II certification. Continued employment is at the sole discretion of the employer.~~

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### **Equal Employment Opportunity Statement**

The City of Maple Plain is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The City shall not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, disability, age, marital status, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

### **Data Practices Advisory**

Employee records are maintained in a location designated by the City Administrator. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information is used for, but not limited to the following: administer employee salary and benefit programs, process payroll, complete state and federal reports, and document employee performance.

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

### **Media Contact**

Formal news releases concerning municipal affairs are the responsibility of the City Administrator. All media interviews must be approved by the City Administrator before the interview. All contacts with the media should be reported to the City Administrator as soon as practicable. The Chief of Police ~~and Fire Chief~~ shall handle all media contact and inquiries regarding public safety and emergency matters in consultation with the City Administrator.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee, or by action of the City Council.

All news releases concerning City personnel will be the responsibility of the City Administrator.

### **Accepting Gifts**

The City of Maple Plain prohibits an interested person from giving a gift or requesting another to give a gift to a local official. A local official may not accept a gift from an interested person.

An "interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make.

A "local official" means all members of the city council, appointed boards, commissions, committees, City Administrator, city staff, and contracted positions, such as the City Attorney, City Engineer, City Planner or other positions where a person is representing the City.

A "gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return.

A local official shall not solicit or accept from any person, business, or organization any gift for themselves or for the benefit of the City or Department if it may reasonably be inferred that the person, business, or organization:

- Seeks to influence action of an official nature, or seeks to affect the performance or non-performance of an official duty; or
- Has an interest which may be substantially affected directly or indirectly by the performance or non-performance of an official duty.

The above prohibitions shall not apply to gifts that are exceptions under Minn. Stat. §471.895, subd. 3.

## 2. CITYWIDE WORK RULES & CODE OF CONDUCT

**Applicable employment classifications: All**

### Conduct as a City Employee

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Maple Plain. Employees should exhibit conduct that is ethical, professional, responsive and of standards becoming of a City employee.

To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors. The following are job requirements for City of Maple Plain employees.

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

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## **Attendance & Absence**

The operations and standards of service in the City of Maple Plain require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every City position.

Employees who will be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should contact their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process may be grounds for disciplinary action.

The employee must contact the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior.

Councilmembers are subject to the requirements of State law pertaining to extended absences, vacancies and abandonment of office as referenced in the League of Minnesota Cities Handbook.

## **Access to and Use of City Property**

Employees may have access to keys, cell phones, pagers, tools, and other equipment necessary to perform the duties of their positions. All equipment made available to an employee is the property of the City of Maple Plain. Access to and use of these items is considered a privilege, which may be revoked if abused. Employees are responsible for the safekeeping and care of all such equipment. Prior to receiving a final paycheck from the City all such equipment must be returned and accounted for by any employee leaving City employment.

The duplication of keys owned by the City is prohibited unless authorized by the City Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

## **Appearance**

Personal appearance should be appropriate to the nature of the work, and contacts with other people and should present a professional look and positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace.

## **Conflict of Interest**



City employees, elected officials, consultants, members of appointed boards and commissions, and volunteers ~~and paid-on-call firefighters~~ shall remove themselves from situations in which they would have to take action or make a decision where that action or decision could be an actual conflict of interest.

Elected or Appointed City Council members may not concurrently hold a position as a regular, full-time, temporary, ~~paid-on-call fire fighter~~, or consultant position. Employees with questions about whether such a conflict exists should consult the City Administrator.

### **Falsification of Records**

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies may be subject to immediate disciplinary action up to and including termination and or potential criminal prosecution.

### **Personal Telephone Calls**

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with City work and are to be completed as quickly as possible. Please refer to the Cell Phone Policy for information on use of cellular phones.

### **Political Activity**

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, during hours of employment, no City employee will directly or indirectly engage in political activities, including but not limited campaigning on behalf of local, state, or federal candidates for office, solicit or receive funds for political purposes, etc.

Employees must always be cognizant of their position with the City when engaged in political activities. This is to avoid conflict of interest, perception of bias and to refrain from being a representative of the City on political positions or for candidates.

Elected officials are subject to State law pertaining to political activities as referenced in the League of Minnesota Cities Handbook.

### **Tobacco, Alcohol, and Cannabis Free Workplace**

All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or cannabis flower, use cannabis product, use lower-potency hemp edible, or use smokeless tobacco and hemp derived consumer products while in a City facility, vehicle, or equipment. No person or employee shall smoke or use a tobacco product within 50-feet of any public facility.

Smoking of any kind, including pipes, cigars, cigarettes, cannabis products, or hemp-

derived consumer products, and vaping with e-cigarettes; the use of chewing tobacco and consumption of or being under the influence of alcohol or cannabis or hemp-derived consumer products is prohibited for employees while on duty. Possession of tobacco, alcohol, cannabis, hemp-derived consumer products or non-prescribed drugs is also prohibited on City property.

No employee, including elected officials, consultants, members of appointed boards and commissions, and volunteers ~~and paid on-call firefighters~~, shall operate equipment or engage in work activities or City functions while under the influence of alcohol, cannabis products, or hemp-derived consumer products, non-prescribed drugs, and or prescribed drugs taken outside the directives of a licensed medical professional.

See Section 15 – Drug Free Workplace regulating drugs in the workplace.

### 3. EMPLOYEE RECRUITMENT & SELECTION

**Applicable employment classifications:** Regular Employees, Part-Time Employees, and ~~Volunteers and Fire Fighters~~

#### Scope

The City Administrator will manage the hiring process for all positions within the City. All positions shall be posted. The City Council approves all hires to City employment as recommended by the City Administrator. All hires will be made according to merits of the position being filled.

#### Features of the Recruitment System

Interested persons must submit applications for city employment on application forms provided by the City. Other materials (e.g., resumes) may be accepted in lieu of a formal application in certain recruitment situations. Supplemental questionnaires may also be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline in order to be considered for the position. The City Administrator may extend the deadline as needed to obtain more quality candidates for a position.

The City Council may fill position vacancies on an “acting” basis as needed. The Council shall determine pay rate adjustments, if necessary.

#### Applicant Evaluations

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

The City Council will establish minimum qualifications for each position with input from the City Administrator. ~~In the event of a vacancy within the Fire Department, the Fire Chief shall review applications and recommend to the City Administrator applicants to~~

~~be hired as fire fighters.~~ To be eligible to participate in the selection process, a candidate for any position must meet the minimum qualifications. All final candidates must be approved by the City Council.

### **Pre-Employment Medical Exams**

~~A pre-employment medical examination is required of all firefighters interested in vacant Fire Department position. The City reserves the right to also require a psychological evaluation.~~ The City Administrator may determine that a pre-employment medical examination and/or psychological evaluation are ~~also~~ required when considering employment for ~~other~~ position vacancies.

Medical examinations and/or psychological evaluations are necessary to determine fitness to perform the essential functions of the position. ~~When a pre-employment medical exam is required, it shall be required of all firefighters receiving employment offers. All firefighters must successfully complete examinations in order to receive consideration for employment.~~ Information obtained from the medical exam will be treated as confidential medical records.

The medical and/or psychological exam will be conducted by a licensed physician or psychologist or psychiatrist designated by the City with the cost of the exam paid by the City. The provider will notify the City Administrator that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator will confer with the provider and candidate regarding reasonable and acceptable accommodations. ~~In the event of a fire fighter position, this information shall also be shared with the Fire Chief.~~

Candidates rejected for employment based on the results of the medical and/or psychological exam will be notified of this determination.

### **Selection Process**

The selection process for filling position vacancies shall be coordinated by the City Administrator and respective Department heads, as appropriate. The City Council shall have final approval of all candidates selected for City employment.

The process for hiring seasonal and temporary employees is delegated to the City Administrator with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the City Administrator at any time, subject to City Council approval.

~~The City Administrator shall oversee the process for filling the Fire Chief and two Assistant Fire Chief positions within the Fire Department. The selection process of the Fire Chief and two Assistant Chief positions shall be conducted according to this policy and Chapter Five, Section 5.1 of the Fire Department Standard Operating Guidelines (SOGs).~~

~~The Fire Chief shall recommend appointment of other Department officers according to the Department's Standard Operating Guidelines, Chapter 5.1. Those positions include: Lieutenant(s), Captain(s), and Training Officer as outlined in the SOGs.~~

~~All recommendations are subject to the review and approval of the City Administrator and the City Council.~~

### **Background Checks**

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled. All employees of the City, except for City Councilmembers, are at-will employees.

### **Training Period**

The training, or probationary, period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, promotions, and re-hires. Training periods are 6 months in duration unless expressly otherwise provided for herein.

### **Fire Relief Association Membership**

~~Any regular active member of the Maple Plain Fire Department is eligible to apply for membership to the Fire Relief Association, see Fire Relief Bylaws for more information.~~

## **4. PERFORMANCE REVIEWS**

**Applicable employment classifications:** Regular Employees, Part Time Employees, and Temporary Employees, ~~and Fire Fighters~~

The City Administrator shall use an objective performance review system for the purpose of annually evaluating the performance of all City employees, ~~including the Fire Chief. The Fire Chief is responsible for conducting annual performance reviews for all paid-on-call fire fighters, Assistant Chiefs and department officers. The Fire Chief shall collaborate with the City Administrator to ensure reviews are done timely and in accordance with City policy.~~ The quality of an employee's past performance is considered in personnel decisions such as promotions, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. An employee does not have the right to change or challenge his/her performance review but may submit a written response which will be attached to the performance review.

Performance reviews are done annually. The form, with all required signatures, will be  
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retained as part of the employee's personnel file. During the training, or probationary, period, informal performance meetings should occur frequently between the City Administrator, or designee, and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

## 5. ORGANIZATION & CLASSIFICATIONS

**Applicable employment classifications:** Regular Employees, Part Time Employees, and Temporary Employees, ~~and Fire Fighters~~

### Job Descriptions

The City will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the City Council prior to the position being filled.

Job descriptions shall include: position title, department, supervisor's title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Attendance and compliance with work rules and policies are essential functions of all City positions.

Prior to positing a vacancy notice, the City Administrator shall review job descriptions to ensure each job description accurately reflects the position and job qualifications. The Administrator shall present changes to those job descriptions, if necessary, to the City Council for approval.

### Assigning and Scheduling Work

Work duties assignments and scheduling work is subject to the approval of the City Administrator. ~~The Fire Chief shall oversee work duty assignments and scheduling work for Fire Department staff.~~

### Employment Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator and are more fully described in the Introduction section.

### Layoff

If it becomes necessary to reduce personnel, the City Council has discretion to determine which employees are subject to that reduction. The City Council may retain an employee in a probationary period if that employee/position is deemed essential to

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City operations.

The selection of employees to be retained will be based on merit and ability as determined by the City Administrator, subject to approval of the City Council.

## 6. HOURS OF WORK & COMPENSATION

**Applicable employment classifications:** Regular Employees, Part Time Employees, and Temporary Employees

### WORK HOURS

Work schedules for employees shall be established by the City Administrator with input from City employees.

#### Meal Breaks and Rest Periods

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

#### Adverse Weather Conditions

City facilities will generally be open during adverse weather. Any and all decisions to close City facilities or cancel City programs (i.e. public meetings, special events, etc.) will be made by the Mayor and City Administrator.

Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. Employees will be allowed to use accrued ~~vacation~~PTO time, personal time, or compensatory time, with the approval of the City Administrator. The City Administrator may also allow the employee to modify the work schedule or make other reasonable schedule adjustments.

Public Works employees will generally be required to report to work regardless of conditions, unless instructed otherwise by the City Administrator.

### COMPENSATION

Compensation shall be designated as salaried or hourly. Employees will not receive any amount from the City in addition to the pay authorized unless approved by the City Council. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at

the time of hire, or on an annual basis. ~~Compensation for Fire Department employees are outlined in the Department's Standard Operating Guidelines.~~

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act (Minn. Stat. §13.43), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minn. Stat. §181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn. Stat. §181.172, subd. 3.

The City cannot retaliate, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for disclosing their own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the City and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5075 or (800) 342-5354.

### Paychecks

The pay periods for Regular, Part Time, and Temporary Employees are biweekly beginning on Saturday at 12:01 a.m. and ending at 11:59 p.m. on Friday. Paychecks are issued no later than the Thursday following the end of the pay period.

Elected officials are paid monthly, with pay periods beginning on the first of each month and ending on the last day of each month. Paychecks are issued no later than 5 business days following the end of the pay period.

~~Fire Department employees (Paid on Call) receive paychecks quarterly. The Fire Chief shall submit department timecards within 10 days of the end of the quarter, and paychecks will be issued no later than the 15<sup>th</sup> of the month.~~

When a payday falls on a holiday, or weekend, checks may be issued the day before the holiday.

Paychecks will not be given to anyone other than the employees for whom they were prepared unless the employee has notified the City Administrator in writing authorizing someone else to collect the check.

Employees are responsible for notifying the City Administrator of any change in status including changes in address, phone number, names of beneficiaries, and any tax

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information changes.

Employees are strongly encouraged to enroll in direct deposit for payroll, as it provides faster and more secure access to funds. Pay stubs will be emailed or mailed upon request. Employees who choose not to use direct deposit will receive a physical paycheck, which must be picked up at City Hall during regular office hours. ~~Employees must sign up for Direct Deposit. Check stubs will be mailed or emailed to the employee. Employees who do not opt for direct deposit must pick up checks from City Hall during office hours.~~

Full-time, non-exempt employees are expected to work the number of hours as according to their job description and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Act, hours worked, and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Employees required to report hours worked are required to complete, sign, and turn in a biweekly timecard to the City Administrator for review and approval. Employees must have a completed and signed timecard in order to receive a paycheck. Timecards for Bi-Weekly and Monthly pay periods must be submitted by 12:00 pm on the first business day following the end of the pay period or risk being excluded from the payroll processing.

The City Administrator must complete a utilization sheet and have the Mayor sign off on each pay period and for any time requested off City Administrator shall notify the Council of any extended ~~vacation~~ PTOs or sick leave in advance.

Falsification or misrepresentation of hours worked may result in disciplinary action, which may include termination of employment.

### **Overtime & Compensatory Time**

The City of Maple Plain has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. In general, only non-exempt, or hourly employees working a minimum of 40 hours per week, in the City of Maple Plain are eligible for overtime.

Compensation for all overtime-eligible employees is at a rate of time and one-half (1.5) for all hours worked over 40 in one workweek. Employees must complete a 40-hour work week before receiving overtime compensation. ~~Vacation, sick leave, PTO, ESST,~~ and paid holidays do not count toward "hours worked." Absent City Administrator approval, the City of Maple Plain does not offer compensatory time in lieu of overtime.

Employees shall notify the City Administrator in advance of all known overtime, unless otherwise directed by the City Administrator. Notification is not required for responding to water or sewer main breaks, snowplowing, or City emergencies. The City Administrator reserves the right to adjust employee schedules accordingly to manage overtime compensation. Employees are not authorized to work at home without the prior written approval of the City Administrator.

Hourly employees scheduled to work or called to work on weekends, holidays, or emergencies will be paid at the applicable rates for those hours actually worked. The



City Administrator has the discretion to adjust employee to work schedules in lieu of overtime. Employees shall be notified in advance of such adjustments. An employee may also request a work schedule adjustment in lieu of receiving overtime.

Exempt employees are expected to work the hours necessary to meet the performance expectations. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee may need to work more than 40 hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek. Exempt employees are paid on a salary basis.

All employees are required to work overtime as requested by the City Administrator. Refusal to work overtime may result in disciplinary action. Efforts will be made to balance the personal needs of all employees when assigning overtime work.

### Differential Pay

#### Applicable employment classifications: Regular Employees

One Public Works employee is expected to be on-call during weekends and holidays and shall receive Differential pay. Differential Pay shall equal the value of two (2) hours of regular pay for Friday evenings and four (4) hours of regular pay for Saturdays,

Sundays and holidays. Differential pay shall compensate the on-call employee for time spent on call and for up to 5 hours of overtime which may be necessary during the weekend and an additional 2 hours of overtime which may be necessary during each holiday. Differential pay shall be paid in full to the on-call employee whether or not the employee is required to report for duty during a weekend or holiday and regardless of the actual number of hours worked.

The on-call employee shall track all hours worked during weekends and holidays. The on-call employee shall report for duty as necessary during weekends and holidays but shall not exceed 5 hours worked during a weekend or 2 hours worked during a holiday unless the on-call employee obtains permission in advance to exceed these limits from the City Administrator. All authorized hours in which the employee reports for duty to work beyond the 5 weekend hours and 2 holiday hours contemplated in this section shall be counted as overtime hours worked, and the on-call employee shall be compensated for such time worked at the overtime rate.

### Upon Leaving Employment Pay

Benefit-eligible employees leaving the City in good standing will be paid accrued, unused vacation PTO, earned through the last date of employment, subject to applicable caps noted herein (and applicable taxes and other withholdings) following termination of employment, will receive 100% of their earned but unused vacation PTO leave balance as compensation; applicable taxes are withheld.

Employees shall not be paid accrued, unused sick time following termination of employment.

**Commented [SL1]:** This is where you would limit PTO payout upon leaving. The city could limit payout, but under a 2021 case, the Minnesota Supreme Court looked at whether a city had a contractual obligation to pay accrued PTO to an employee in accordance with its handbook. The court noted that an employee handbook could form the basis for a unilateral employment contract if all the requirements for formation of such a contract were met. However, a handbook could reserve discretion in certain matters or the right to amend or modify the provisions of the handbook. But the court reasoned that an employer's offer of PTO is an element of compensation, like an hourly wage or salary, and "once the employee accepts the offer of compensation by performing work for the employer, the employer cannot withdraw the offer, just like the employer cannot refuse to pay the employee the agreed-upon wage." Following the Courts reasoning in *Hall*, the City could be liable if it seeks to change its PTO policy and how it is paid out.

But the Court did distinguish this ruling in a case that found that an employer could change an existing PTO policy. In that case the employer adopted a new vacation policy and communicated this policy to the employees. A class action lawsuit was brought by the employees, alleging that this modification breached the contract formed with the employee handbook. The court found that there would be no breach of the contract because "the supreme court determined that when an employee handbook is considered a unilateral contract, the offer is communicated when the handbook is distributed to employees and the offer is accepted when the employee retains employment with knowledge of new or changed conditions."

Thus, the City may be able to change the policy to only PTO and limit the payment, but the City could be liable if employees lose earned vacation leave. I would suggest that earned vacation is accounted for with existing employees when changed to PTO. And, then moving forward, provide a cap on PTO upon leaving that follows current vacation time so that it does not interfere with the existing vacation accrual, but does not add ESST to the payout.

7. BENEFITS & LEAVE

BENEFITS

Applicable employment classifications: Regular Employees

Health, Dental & Life Insurance

The City offers health, dental and life insurance benefits to eligible employees. Benefits shall be established annually during the budget process and approved by motion of the Council. Benefits shall only remain in effect throughout the employee’s service with the City.

Additional insurance policies offered by the City, including long-term disability, supplemental life insurance, etc., are optional to employees. These optional coverages are the sole responsibility of the employees and are deductible from employee paychecks pre-tax.

Retirement

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and employees contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee’s Social Security and Medicare withholding).

The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee’s Social Security and Medicare withholding for many employees). For information about PERA eligibility and contribution requirements, contact the City Administrator.

Holidays

The City observes the following official holidays for all permanent employees.

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve- ½ Day Paid	December 24
Christmas Day	December 25

In the event that a holiday falls on a Saturday, the holiday shall be “observed” on the preceding Friday. For a holiday falling on a Sunday, the following Monday shall be the observed holiday. The City Administrator may interpret and adjust observed holidays when dates do not line up as intended, such as Christmas Day.

Only Regular employees are eligible for holiday pay. Regular employees shall receive pay for official holidays at their normal straight time rates. An employee on a leave of absence without pay from a City is not eligible for holiday pay. Employees must be on the City payroll during the holiday in order to receive holiday pay. Employees wanting to observe holidays other than those officially observed by the City may request either ~~vacation~~-PTO leave, use of ~~sick~~-ESST leave, or unpaid leave for time off.

### **COUNCIL MEETING PAY**

#### **Applicable employment classifications: Elected**

The Mayor and City Council receive a monthly stipend for their work preparing for and attending regular business meetings. They also receive additional compensation for various meetings/events where they represent the City of Maple Plain in an official capacity.

Special meetings where the Mayor and City Council receive additional compensation are as follows:

- Council Workshops
- Special Meetings
- Public Hearings
- Commissions, task forces, committees where the mayor or council members are appointed to serve as the official city representative and approved by City Council on the Council Appointments list. Council shall adopt the Council Appointments list annually, and may amend it from time to time as needed.
- Training sessions approved by the City Council and budgeted in advance (e.g., League of MN training activities)

The following types of meetings are not typically reimbursed, unless approved in the aforementioned Council Appointments, including:

- 1:1 meetings with city administrator or staff
- 1:1 or group meetings with residents or businesses
- Professional association meetings
- Meetings with consultants, contractors, or staff unless part of meetings defined above
- Meetings or briefings with elected officials or government agencies
- Service projects by local organizations
- Ribbon cutting ceremonies
- Emergency management activities and events
- Any activity that may be considered campaigning

## LEAVE

**Applicable** employment classifications: Regular Employees, Part Time Employees, and Temporary Employees, and Firefighters.

Depending on an employee's situation, more than one form of leave may apply during the same period (e.g., the Family and Medical Leave Act may apply during a worker's compensation absence). An employee will need to meet the requirements of each form of leave separately. Leave requests are evaluated on a case-by-case basis.

Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

### Minnesota Paid Family and Medical Minnesota Paid Leave

**Applicable Employment Classification:** All eligible employees

#### Eligibility

Effective January 1, 2026, eligible employees may apply for paid leave benefits under Minnesota Paid Family and Medical Leave. Minnesota Paid Leave will be available to all eligible employees for up to twelve (12) weeks of medical leave and twelve (12) weeks of family leave, for a combined maximum of twenty (20) weeks, per twelve (12) month period.

Eligible employees are those employees who worked 50% or more of the prior year in Minnesota and earned at least 5.3 percent of the state's average annual wage in the last year. Employees who performed some work in Minnesota but did not work 50% or more of the year in Minnesota or any one state, are eligible if they lived in Minnesota during 50% or more of the calendar year.

Eligible employees shall be issued not more than thirty (30) days from the beginning date of employment, or thirty (30) days before premium collection begins, written information that includes an explanation of the available benefits provided under Minnesota Paid Family and Medical Leave, instructions on how to file a claim, and other specified information.

Employees are requested to give verbal or written notice to the City Administrator at least seven (7) days prior to submitting an application for Minnesota Paid Leave or, if seven (7) days' notice cannot be given, as much notice as practical.

#### Provisions

Minnesota Paid Leave is a state-run insurance program managed by the Minnesota Department of Employment and Economic Development (DEED) that provides payments and job protections for eligible employees. Minnesota Paid Leave is funded by a premium split between the City and the eligible employee. The City shall cover (PERCENT) 50% of

**Commented [NS2]:** The law doesn't appear to have any exception for part-time employees, or elected officials. See LMC Paid Leave Law FAQ, Q2.

**Commented [NS3]:** Notice requirements of Minn. Stat. 268B.26. Department supposed to prepare a uniform employee notice form that could be used

**Commented [NS4]:** Has to be at least 50%, but can be more

**Commented [SL5]:** Must be at least 50%, can be more

the premium cost and shall deduct the remaining 50 (PERCENT)% from the employees' wages. The City is required to cover 50% of the premium cost and can deduct the remaining 50% from the employees' wages. Alternatively, the City may choose to cover 100% of the premium. This allocation will be established annually during the budget process and approved by Council.

Minnesota Paid Leave is intended for long-term extended leave and requires DEED approval based on necessity and eligibility.

### **Qualifying Uses**

Minnesota Paid Leave may be used for medical and family leave purposes. Applications for Minnesota Paid Leave must be submitted to DEED and will require certification as requested by DEED.

When an employee uses Minnesota Paid Leave for more than three consecutive days, the City may require an employee provide a copy of the certification required by DEED to apply for the benefits.

If Minnesota Paid Leave is taken for a purpose that also qualifies for leave under the Family and Medical Leave Act (FMLA), Minnesota Paid Leave shall run concurrently with FMLA leave.

### **Benefits and return to work protections**

Any leave taken under Minnesota Paid Family and Medical Leave may be continuous or intermittent. Intermittent leave may be taken in fifteen (15) minute increments for up to 480 hours per twelve (12) month period and counts toward the maximum leave allowed. If, after taking 480 hours of intermittent leave, additional Minnesota Paid Leave is needed, an employee is permitted to take up to the maximum amount of Minnesota Paid Leave allowed.

Except for FMLA leave and unless otherwise requested by an employee, Minnesota Paid Leave will not run concurrently with other paid leave. An employee may choose to use any other paid leave accrued concurrently with Minnesota Paid Leave but will not receive Minnesota Paid Leave benefits for any day in which they receive payments from other paid leave.

**Commented [NS6]:** Cant deny them from using other paid leave. Could allow employees to supplement the paid leave with other paid leave, but the supplement cannot exceed their pre-leave wages

During an employee's use of Minnesota Paid 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 Minnesota Paid 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 Minnesota Paid Leave absences will continue to accrue as if the employee has been continually employed.

### **Earned Sick And Safe Time**

**Applicable Employment Classification:** All eligible employees, except Regular Employees and Elected and Fire Fighters Officials.

### **Eligibility**

Effective January 1, 2024, Earned Sick and Safe Time (ESST) Leave is required by the City to provide paid leave benefits to all eligible employees. Employees who earn leave under this policy may use such leave as provide for below.

### **Provisions**

Earned Sick and Safe Leave ESST leave is paid time off earned at one hour of Earned Sick and Safe ESST 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 ESST 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 year for the City. Earned Sick and Safe ESST Leave cannot be transferred from one employee to another.

Regular Employees only will accumulate Earned Sick and Safe ESST Leave at a rate of one (1) day per month, prorated based on a Full-Time Equivalent (FTE, or 40 hours per week). Prorated Earned Sick and Safe ESST Leave accrual per pay period is calculated as the number of paid hours (except overtime) divided by eighty (80) hours multiplied by the accrual rate (3.69 hours per pay period). Earned Sick and Safe ESST Leave may accumulate annually up to 120 hours maximum.

### **Use for Earned Sick and Safe ESST Leave Purposes**

The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system in 15-minute increments for the following circumstances:

- An employee's own:
  - Mental or physical illness, injury or other health condition
  - Need for medical diagnosis, care or treatment, of a mental or physical illness
  - injury or health condition
  - Need for preventative care
  - Closure of the employee's place of business due to weather or other public emergency
  - 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.
  - 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
- Care of a family member:
  - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency 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
  - 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

Use for Earned Sick and Safe ESST 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

#### **Advance Notice for use of ~~Earned Sick and Safe~~ESST 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~~ESST time as soon as practicable. When an employee uses ~~Earned Sick and Safe~~ESST 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~~ESST 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~~ESST leave to find a replacement worker to cover the hours the employee will be absent.

#### **Carry Over of ~~Earned Sick and Safe~~ESST Leave**

Employees are eligible for carry over accrued but unused ~~Earned Sick and Safe~~ESST time into the following year, but the total of ~~Earned Sick and Safe~~ESST Leave carry over hours shall not exceed 80 hours.

#### **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~~ESST Leave rights, requesting an ~~Earned Sick and Safe~~ESST Leave absence, or pursuing remedies. Further, use of ~~Earned Sick and Safe~~ESST 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~~ESST Leave.

#### **Benefits and return to work protections**

During an employee's use of ~~Earned Sick and Safe~~ESST 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~~ESST 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~~ ESST Leave absences will continue to accrue as if the employee has been continually employed.

The employee shall notify the City Administrator, and shall provide a written notice from a physician, of any illness or injury affecting an employee's ability to return to work and safely perform the essential functions with or without reasonable accommodations. Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision.

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~~ ESST Leave that had not been used will be reinstated. An employee is entitled to use and accrue ~~Earned Sick and Safe~~ ESST Leave at the commencement of reemployment.

#### Minnesota Paid Family and Medical Leave

~~Applicable Employment Classification: All eligible employees~~

#### Eligibility

~~Effective January 1, 2026, eligible employees may apply for paid leave benefits under Minnesota Paid Family and Medical Leave. Minnesota Paid Leave will be available to all eligible employees for up to twelve (12) weeks of medical leave and twelve (12) weeks of family leave, for a combined maximum of twenty (20) weeks, per twelve (12) month period.~~

~~Eligible employees are those employees who worked 50% or more of the prior year in Minnesota and earned at least 5.3 percent of the state's average annual wage in the last year. Employees who performed some work in Minnesota but did not work 50% or more of the year in Minnesota or any one state, are eligible if they lived in Minnesota during 50% or more of the calendar year.~~

~~Eligible employees shall be issued not more than thirty (30) days from the beginning date of employment, or thirty (30) days before premium collection begins, written information that includes an explanation of the available benefits provided under Minnesota Paid Family and Medical Leave, instructions on how to file a claim, and other specified information.~~

~~Employees are requested to give verbal or written notice to the City Administrator at least seven (7) days prior to submitting an application for Minnesota Paid Leave or, if seven (7) days' notice cannot be given, as much notice as practical.~~

#### Provisions

~~Minnesota Paid Leave is a state-run insurance program managed by the Minnesota Department of Employment and Economic Development (DEED) that provides payments~~

**Commented [NS7]:** The law doesn't appear to have any exception for part-time employees, or elected officials. See LMC Paid Leave Law FAQ, Q2.

**Commented [NS8]:** Notice requirements of Minn. Stat. 268B.26. Department supposed to prepare a uniform employee notice form that could be used

~~and job protections for eligible employees. Minnesota Paid Leave is funded by a premium split between the City and the eligible employee. The City shall cover (PERCENT)% of the premium cost and shall deduct the remaining (PERCENT)% from the employees wages.~~

**Commented [NS9]:** Has to be at least 50%, but can be more

~~Minnesota Paid Leave is intended for long term extended leave and requires DEED approval based on necessity and eligibility.~~

### **Qualifying Uses**

~~Minnesota Paid Leave may be used for medical and family leave purposes. Applications for Paid Leave must be submitted to DEED and will require certification as requested by DEED.~~

~~When an employee uses Minnesota Paid Leave for more than three consecutive days, the City may require an employee provide a copy of the certification required by DEED to apply for the benefits.~~

~~If Minnesota Paid Leave is taken for a purpose that also qualifies for leave under the Family and Medical Leave Act (FMLA), Minnesota Paid Leave shall run concurrently with FMLA leave.~~

### **Benefits and return to work protections**

~~Any leave taken under Minnesota Paid Family and Medical Leave may be continuous or intermittent. Intermittent leave may be taken in fifteen (15) minute increments for up to 480 hours per twelve (12) month period and counts toward the maximum leave allowed. If, after taking 480 hours of intermittent leave, additional Minnesota Paid Leave is needed, an employee is permitted to take up to the maximum amount of Minnesota Paid Leave allowed.~~

~~Except for FMLA leave and unless otherwise requested by an employee, Minnesota Paid Leave will not run concurrently with other paid leave. An employee may choose to use any other paid leave accrued concurrently with Minnesota Paid Leave but will not receive Minnesota Paid Leave benefits for any day in which they receive payments from other paid leave.~~

**Commented [NS10]:** Cant deny them from using other paid leave. Could allow employees to supplement the paid leave with other paid leave, but the supplement cannot exceed their pre-leave wages

~~During an employee's use of Minnesota Paid 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 Minnesota Paid 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 Minnesota Paid Leave absences will continue to accrue as if the employee has been continually employed.~~

### **Paid Time Off/Vacation Leave**

Applicable employment classifications: Regular Employees

Regular Employees will earn Paid Time Off (PTO) ~~vacation leave~~ in accordance with the schedule below. Years of continuous service shall determine an employee's vacation-PTO accrual rate. Employees re-hired after terminating City employee will not receive credit for their prior service unless specifically negotiated at the time of hire. Accrual rates shall be prorated based on a Full Time Equivalent (FTE, or 40 hours per week). Prorated vacation-PTO leave accruals per pay period are calculated as the number of hours of paid service (except overtime) divided by eighty (80) hours and multiplied by the employee's rate of accrual.

Vacation-PTO Leave Schedule

Length of Service	Hours Per Payroll Period	
0-2 Years	<u>3.086.77</u>	<u>80 Hours</u>
3-10 Years	<u>4.628.31</u>	<u>120 Hours</u>
11+ Years	<u>6.159.84</u>	<u>160 Hours</u>

Commented [SL11]: This will need to change to incorporate existing vacation plus ESST minimums

Accrual

Regular Employees start accruing vacation-PTO from their hire date. Annual accrual rates shall be adjusted on an employee's date of hire anniversary. The adjustment shall take place during the current payroll period. Employees may accumulate no more than 160 hours (20 days) of accrued vacation-PTO leave annually. Vacation-PTO earned in excess of said maximum limits shall be used or forfeited.

Commented [SL12]: Need to ensure that this follows the ESST minimums

Compensation for accrued vacation-PTO leave may only be provided upon separation from City employment. An employee who separates, or is released, from City employment prior to the completion of required training or a probationary period shall not receive compensation for accrued vacation-PTO leave.

Use

Vacation-PTO leave may be used as it is earned and is subject to approval by the City Administrator. An employee on probationary or extended probationary status is not eligible to use accrued vacation-PTO leave. Requests for vacation-PTO leave must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor and City Administrator.

Commented [SL13]: This will need to be changed to comply with ESST. If this is an issue, then I would suggest not using ESST.

Hourly employees can request vacation-PTO in increments as small as one-quarter (¼) hour up to the total amount of the accrued leave balance. Exempt salary employees can request vacation-PTO in four (4) hour increments (e.g., a half day or full day) up to the total amount of accrued leave balance. Vacation-PTO leave may not be transferred to another employee.

**Funeral Leave**

Applicable employment classifications: Regular Employees.

Employees will be permitted to use up to three (3) consecutive working days, with pay, as Funeral Leave upon the death of an immediate family member, which includes brother, sister, father, mother, daughter, son, grandfather, grandmother, and step brother, step sister, step father, step mother, step daughter and step son. This paid leave will not be deducted from the employee's ~~vacation~~ PTO or sick leave balance.

The actual amount of time off, and Funeral Leave approved, will be determined by the City Administrator depending on individual circumstances (i.e. closeness of the relative, arrangements to be made, distance to the funeral, etc.).

### **Military Leave**

#### **Applicable employment classifications: Regular Employees**

State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or 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 fifteen (15) days in any calendar year. The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five (5) years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. Employees that have not yet exhausted their fifteen (15) days of paid leave when called to active duty may use the remaining unpaid time prior to the unpaid leave of absence.

Employees returning from military service will be re-employed in the job 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~~ PTO leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Employees will be granted up to ten (10) working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The ten (10) days may be reduced if an employee elects to use appropriate accrued paid leave.

The City will grant employees an unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its

political subdivisions, unless the absence would unduly disrupt the operations of the City. Employees may choose to use vacationPTO while on Civil Air Patrol Leave but are not required to do so.

### **Jury Duty**

#### **Applicable employment classifications: Regular Employees**

Eligible employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation (excluding mile and meal reimbursement) they receive for jury duty, to the City in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacationPTO to make up the difference.

Employees are required to notify the City Administrator as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is complete by the Clerk of Court, so the City will be able to determine the amount of compensation due for the period involved.

All other employees are generally not eligible for compensation for absences due to jury duty but can take a leave of absence without pay subject to City Administrator approval.

Employees are expected to return to work when not required in court.

### **Court Appearances**

#### **Applicable employment classifications: Regular Employees**

Employees will be paid their regular wages to testify in court for City-related business. Any compensation received for court appearances (e.g., subpoena fees) arising out of in connection with City employment, minus mileage reimbursement, must be turned over to the City.

### **Victim or Witness Leave**

#### **Applicable employment classifications: Regular Employees**

An employee who is a witness and is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony will be granted unpaid leave to attend criminal proceedings.

A victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family members include parents, child, or siblings of the employee) will be

granted reasonable unpaid leave to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the City of their need to be absent unless it is impracticable or an emergency prevents them from doing so.

The City may request verification that supports the employee's reason for being absent from the workplace.

### **Unpaid Leave**

#### **Applicable employment classifications: All**

Unpaid leaves may be approved in accordance with the City personnel policies. Employees must normally use all accrued ~~vacation~~ PTO leave and sick leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Administrator.

### **Administrative Leave**

#### **Applicable employment classifications: All**

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Administrator. Regular Employees on administrative leave may continue to receive benefits and accrue personal (sick) and ~~vacation~~ PTO leave.

If placed on administrative leave while an internal or external investigation is to take place the following steps should be taken in the first 24 hours of administrative leave.

1. Access to City Email is no longer available to the Employee.
2. Access to any City owned building is no longer permitted to the Employee.
3. Any keys to City owned property are confiscated and provided to the City Administrator or City Council if the investigation is pertaining to the City Administrator.
4. Any Access codes or passwords to City software or building access are confiscated and provided to the City Administrator or City Council if the investigation is pertaining to the City Administrator.

While on administrative leave the employee shall not have contact with other City Employees pertaining to City business unless directed by the City Administrator or City Council if the investigation is pertaining to the City Administrator.

### **Elections / Voting**

#### **Applicable employment classifications: Regular Employees**

An employee selected to serve as an election judge pursuant to Minnesota law, will be

allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

#### **Delegates to Party Conventions **Mike- State Statute Dictates this section****

##### **Applicable employment classifications: Regular Employees**

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.

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 vacationPTO during their absence.

#### **Regular Leave without Pay**

##### **Applicable employment classifications: Regular Employees.**

The City Administrator may authorize leave without pay for up to thirty (30) days. Leave without pay for greater periods may be granted by the City Council to a maximum of one (1) year.

Normally, employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and FMLA has been exhausted.

If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue, or be paid for, holidays, sick leave, or vacationPTO leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacationPTO leave based on actual hours worked.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the City.

Employees returning from a leave without pay for a reason other than a qualified FMLA will be guaranteed return to the original position only for absences of thirty (30) calendar

days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave or FMLA, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the City Administrator subject to approval of the City Council.

### **Family and Medical Leave Act (FMLA)**

#### **Applicable employment classifications: Regular Employees**

In accordance with the Family and Medical Leave Act ("FMLA") unpaid job protected leave will be granted to all eligible employees for up to twelve (12) weeks per twelve (12) month period per federal statute.

An eligible employee is one who has worked for the City for a cumulative period of twelve (12) months and at least 1,250 hours during the twelve (12) month period prior to requesting the leave. FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

The twelve (12) month period is calculated using the calendar year. Employees are required to give verbal or written notice to the City Administrator at least thirty (30) days prior to the date on which leave is to begin or, if thirty (30) days' notice cannot be given, as much notice as practical.

Failure to give thirty (30) days' notice for a foreseeable leave with no reasonable explanation for the delay may result in a denial of said request until thirty (30) days after the employee provides notice. To the extent possible, planned medical treatment should be scheduled so that it will not unduly disrupt the City's operations.

During the Family and Medical Leave, employees must use accrued sick leave and ~~vacation~~PTO leave prior to taking an unpaid leave unless their medical condition/injury is covered by worker's compensation. Employees returning from Family and Medical Leave will be reinstated in their former position or a position equivalent in pay, benefits and other terms and conditions of employment.

An employee granted leave under this policy will continue to be covered under the City's group health, dental, and life insurance plans under the same conditions and at the same level of City contribution as would have been provided had they been continuously employed during the leave period. If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

FMLA leave counts as continued service for purposes of retirement and/or pension plans.



Refer to the Family and Medical Leave Act for definitions, employee eligibility, further requirements, and return to work policies.

Refer to Worker's Compensation & Return to Work policy for returning to work following a FMLA leave of absence, if applicable.

### School Conference Leave

**Applicable employment classifications:** Regular Employees, Part-Time Employees, and Temporary Employees, ~~and Firefighters~~

Any employee may take unpaid leave for up to a total of sixteen 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. 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~~ PTO leave hours for this absence but are not required to do so.

### Reasonable Work Time for Nursing Mothers

**Applicable employment classifications:** Regular Employees, Part-Time Employees, and Temporary Employees, ~~and Firefighters~~

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.

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

## 8. SAFETY, WORKER'S COMPENSATION, & RETURN TO WORK

The City of Maple Plain encourages all employees to practice care and follow all safety procedures and policies when performing duties of their positions. Practicing safety-first measures will ensure employees help prevent workplace accidents.

### SAFETY

**Applicable employment classifications:** All

The health and safety of each employee of the City and the prevention of occupational

injuries and illnesses are of primary importance to the City. To the greatest degree possible, employees will maintain an environment free from unnecessary hazards and will follow all safety policies and procedures established for each department. Adherence to these policies is the responsibility of each employee. In the event of a workplace accident, employees shall follow the appropriate procedures to document the incident and provide or obtain medical treatment.

Overall administration of this policy is the responsibility of the City Administrator

### **Reporting Accidents and Illnesses**

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor who will then report to the City Administrator.

If no one is available, the employee should seek medical treatment at the nearest available medical facility and, as soon as possible, notify the City Administrator or City office personnel of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment. Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

The City Administrator shall file the First Report of Injury (FROI) with the League of Minnesota Cities Insurance Trust upon notification of job-related injury or illness. FROI must be filed with the Insurance Trust within 24 hours of the incident. The employee's supervisor and employee shall also complete and file any other workplace accident forms.

#### Supervisor's Report of Accident

When a new injury is reported, it is important to conduct an immediate investigation to record the facts of how the injury occurred and what body parts were injured. The Supervisor's Report of Accident (SRA) should be completed based on the supervisor's first-hand contact with the injured employee and review of the area where the injury occurred. The SRA is due to the City Administrator within three (3) working days of the incident.

#### Employee Incident Report

The Employee Incident Report (EIR) should also be completed by the employee, but should not be substituted for an in-person interview or completion of the supervisor's analysis via the SRA. If possible, this form should be included with the FROI, but do not delay the filing of the FROI for more than one day. If the EIR is not completed and returned within one day, the City Administrator or responsible supervisor should continue to follow up with the employee the form is completed and received. The EIR is due to the City Administrator within three (3) working days of the incident.

### Safety Equipment/Gear

Where safety equipment/gear is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn and/or used by the employee. The City of Maple Plain is not liable for employees that do not use the appropriate safety equipment/gear while performing the duties of the job.

### Unsafe Behavior

The City Administrator is hereby authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others. ~~This authorization is also extended to the Fire Chief or other Fire Department officers.~~

### WORKER'S COMPENSATION

#### Applicable employment classifications: All

Worker's Compensation benefits are extended only to employees injured as a result of workplace accidents while performing the required duties of their positions for the City of Maple Plain. In order to be eligible for and receive Worker's Compensation benefits, an employee and/or employee's supervisor must notify the City Administrator within 24 hours of the incident. All required incident reporting forms must also be submitted to the City Administrator within the required period of time.

Worker's Compensation "lost wages" benefits are paid at two-thirds ( $\frac{2}{3}$ ) of the employee's regular gross wages as of the date of injury. Lost wages benefits are intended to meet an employee's regular take home pay after taxes. Employees suffering "lost time" – missing work due to a work-related injury or illness – have the option of using sick leave until Worker's Compensation benefits begin. Any City compensation paid to the employee from the date of injury shall be repaid to the City. The City shall then reinstate sick leave used.

Eligible employees receiving Worker's Compensation lost wage benefits shall not receive their regular pay from the City while absent from work due to a work-related injury or illness. Permanent employees on Worker's Compensation shall continue to receive all applicable City-provided benefits, including City benefit contributions, and accrue leave during their absence from work. Personal (sick), ~~vacation~~ PTO and other accrued leave may not be used while receiving Worker's Compensation lost wage benefits. The employee will be responsible for any family contributions for health and dental insurance.

### RETURN TO WORK

#### Applicable employment classifications: All

#### Fitness for duty determination

The City shall require a medical certificate or letter from the employee's physician attesting to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the health condition(s) for which the employee was absent. It must address whether the employee can perform the essential functions of his/her regular job. If a fitness for duty certification or physician letter is not furnished, the City will deny reinstatement until it is provided.

The City Administrator may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the ADA (Americans with Disabilities Act).

#### Notification of duty restrictions

Employees unable to perform the essential requirements of their job due to a short-term, temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reasons 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.

#### Light duty and modified duty assignment

Employees returning to work with physician restrictions, temporary disability or who are medically unable to perform their regular work duties resulting from a job-related injury or illness shall work with the City Administrator ~~and Fire Chief, in the event said employee is a fire fighter,~~ to establish a light duty or modified duty assignment and work schedule. Assignments and work schedule shall meet the restrictions or disabilities of employee as outlined by the employee's physician. Written documentation from a physician as to the specific restrictions is required before accepting light duty or modified duty assignment. ~~Fire Chief will provide documentation for firefighters.~~

Light duty is evaluated by and at the discretion of the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty or a modified duty assignment. Such assignments are for short-term, temporary disability-type purposes and shall not exceed six (6) months in duration.

#### Notice to employees

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.

If the City offers a light duty assignment to employees who are out on worker's compensation leave, the employees may be subject to penalties if they refuse 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 temporarily disabled employee performing light duty work will be reviewed regularly. Any light duty or modified work assignment may be discontinued at any time.

## 9. RESPECTFUL WORKPLACE

### Applicable employment classifications: All

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City of Maple Plain acknowledges that this policy cannot 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.

#### 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 the City Administrator intervene when a customer is perceived as abusive, or they may defuse the situation themselves, including ending the contact.

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

#### Professionalism

Employees shall be courteous, professional, and respectful when in contact with any member of the public while in the course and scope of City business.

Employees shall work in a cooperative manner with their supervisors and fellow employees to foster an atmosphere of civility.

#### Types of Disrespectful Behavior

The following types of behaviors are unacceptable and, therefore, prohibited, even if not unlawful in and of themselves:

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

Discriminatory behavior: inappropriate remarks about or conduct related to a person's protected status, including race, color, creed, religion, national origin, disability, sex, marital ~~status~~, status, familial status, age, sexual orientation, or status with regard to public assistance, as defined by the Minnesota Human Rights Act and applicable federal law.

Sexual harassment: consists 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
- submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment
- 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.

Offensive behavior: may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and City Administrator 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 the City Administrator.

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

Employees who believe that unprofessional 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, and to report the allegations to the City Administrator. If the City Administrator is the complainant or the subject of the complaint, the incident should be brought, in writing, to the Personnel

Committee. ~~The Personnel Committee is an appointed committee of the City Council.~~

Upon a finding by the City Administrator or the Personnel Committee that the behavior in question involves an allegation of violent behavior, sexual harassment, or discriminatory behavior, the City Administrator and/or the City Attorney shall determine whether an investigation is warranted and, as necessary, conduct that investigation and report to the City Council.

If employees see or overhear a violation of this policy, they are encouraged to follow these steps.

Step 1(a). 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 the City Administrator. If the City Administrator is the complainant or the subject of the complaint, the incident should be brought, in writing, to the Personnel Committee. The party to whom the report is brought is responsible for documenting the issues and for giving you a status report on the matter within a reasonable period of time.

~~In the event an employee believes unprofessional or disrespectful behavior is occurring within the Fire Department, Fire Department employees are encouraged to notify the Fire Chief. The Fire Chief shall confer with the City Administrator regarding the incident(s). Should the alleged behavior include the Fire Chief, the complaint shall be directed to the City Administrator.~~

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to the City Administrator. If the City Administrator is the complainant or the subject of the complaint, the incident shall be brought immediately, in writing, to the Personnel Committee.

Any employee who observes violent behavior, sexual harassment, or discriminatory behavior, or receives any reliable information about such conduct, must report it as soon as possible to the City Administrator. If the City Administrator is the complainant or the subject of the complaint, the incident shall be brought, in writing, to the Personnel Committee. The party to whom the report is brought shall decide as to the nature of the allegations brought. All allegations of violent behavior, sexual harassment, or discriminatory behavior will be turned over to the City Administrator and/or the City Attorney for further action. All other matters may be referred to a follow up meeting with the Personnel Committee, to determine further action.

Step 2. If, after what is considered to be a reasonable length of time you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident, in writing, to the Personnel Committee. If the matter was

initially reported to the Personnel Committee, the matter should be reported directly to the City Attorney.

### **City's Response to Allegations of Unprofessional or Disrespectful Workplace Behavior**

In the case of allegations of violent behavior, sexual harassment, or discriminatory behavior, these incidents shall be immediately reported to the City Administrator and/or the City Attorney. As soon as possible following a report of such allegations, the City Administrator and/or the City Attorney will determine whether an investigation is warranted. All reports must be acted upon even if requested otherwise by the victim. All matters formally investigated by the City Administrator and/or the City Attorney shall be brought before the City Council, as necessary.

In situations that do not involve allegations of violent behavior, sexual harassment, or discriminatory conduct, the City Administrator or, when applicable, the Personnel Committee will follow these steps when an allegation is reported:

#### **Step 1. Initial Review and Informal Resolution**

If the nature of the allegation and the preferences of the reporting party support a simple intervention, the City Administrator or Personnel Committee may choose to address the matter either informally or formally, ensuring appropriate documentation in either case. This may include a coaching session with the employee whose conduct is in question, explaining the impact of their actions and requiring that the behavior not recur. This approach is particularly appropriate when there is ambiguity about whether the conduct was unprofessional or disrespectful.

#### **Step 2. Formal Review**

If a formal investigation or further intervention is warranted, the individual reporting the concern will be interviewed by the City Administrator and/or the City Attorney to discuss the nature of the allegations. The person being interviewed may have someone of their choosing present during the interview. The City Administrator and/or City Attorney will obtain a written statement from the reporting party, including a description of the incident (date, time, and location), and will also compile:

- Any corroborating evidence
- A list of witnesses
- Identification of the alleged offender

#### **Step 3. Investigation**

The City Administrator or City Attorney will conduct an investigation into the matter.



**Step 4. Notification of Alleged Violator**

As soon as practical after receiving the complaint, the alleged policy violator will be informed of the allegations and given an opportunity to answer questions and respond.

**Step 5. Determination and Council Review**

After completing the investigation and consulting with appropriate personnel, the City Administrator or City Attorney will present the findings to the City Council, which will determine whether disciplinary action is warranted.

**Step 6. Communication of Outcome**

Both the alleged violator and the reporting party will be advised of the findings and conclusions as soon as practicable.

~~In situations that do not involve allegations of violent behavior, sexual harassment or discriminatory behavior, the City Administrator or (when applicable) the Personnel Committee 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 City Administrator or the Personnel Committee may choose to handle the matter informally. The City Administrator or Personnel Committee 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 unprofessional or disrespectful.~~

~~Step 2. If a formal investigation or further intervention is warranted, the individual alleging a violation of this policy will be interviewed by the City Administrator and/or the City Attorney to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The City Administrator and/or the City Attorney will obtain a written statement from the reporting party, containing a description of the incident, including date, time, and place, and will also compile the following:~~

- ~~• Any corroborating evidence.~~
- ~~• A list of witnesses.~~
- ~~• Identification of the alleged offender.~~

~~Step 3. The City Administrator or City Attorney shall investigate of the matter.~~

~~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, the City Administrator or City Attorney will present the results of the investigation to the City Council and a decision will be made regarding whether 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**

If a City 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 or, in the event of a conflict, the City Attorney shall 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.

## **10. SEPARATION FROM SERVICE**

**Applicable employment classifications:** Regular Employees, Part-Time Employees, and Temporary Employees, and Fire Fighters.

### **Resignations**

Employees, other than regular employees, wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least fourteen (14) calendar days before leaving. Regular Employees must give thirty (30) calendar days' notice. The written resignation must state the effective date of the employee's resignation. Employees must complete their required notice period. The City shall not provide a pay-in-lieu of the required notice work period unless otherwise agreed to by the City Council or per employment agreements.

Failure to comply with this procedure may be cause for denying the employee's separation pay and any future employment with the City.

For Severance or Separation Pay see the Hours of Work & Compensation section.

## 11. DISCIPLINE

**Applicable employment classifications:** Regular Employees, Part-Time Employees, Temporary Employees, ~~Fire Fighters and Volunteers.~~

### General Policy

The City Administrator is responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Maple Plain. All City employees are subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

~~The Fire Chief shall oversee all disciplinary actions under the direction of the City Administrator regarding Fire Department employees.~~ Reports and documentation of disciplinary actions shall be provided to the City Administrator for review and placed in an employee's file.

### No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

### Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that City employees have a property right to the job they perform.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. Employees shall not have contact with any City Council member regarding disciplinary procedures and decisions, except as explicitly articulated in this Handbook. Employees not satisfied with the outcome of such procedures and decisions may file an appeal through the City's Appeal policy.

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The following are descriptions of the types of disciplinary actions:

### Oral Reprimand

This measure will be used where documented discussions and coaching with the City Administrator and City employees ~~, or Fire Chief and Fire Department employees,~~ have not resolved the matter. Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The oral reprimand shall be documented in written form, including date(s) and a summary of discussion and corrective action needed and/or agreed to. ~~The Fire Chief shall consult with or get approval from the Administrator when issuing discipline.~~

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

### Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the City Administrator ~~, or Fire Chief for Fire Department employees.~~

A written reprimand will:

- state what happened
- state what should have happened
- identify the policy, directive or performance expectation that was not followed
- provide history, if any, on the issue
- state goals, including timetables, and expectations for the future
- indicate consequences of recurrence.

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

### Suspension

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

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

### **Demotion**

An employee may be demoted if attempts at resolving an issue have failed, and the City Administrator determines a demotion to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted. The City Council must approve this action.

### **Salary**

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

### **Discharge**

The City Administrator, with the approval of the City Council, may dismiss any employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards.

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

## 12. APPEAL PROCEDURE

**Applicable employment classifications:** Regular Employees, Part-Time Employees, Temporary Employees, ~~Fire-Fighters~~ and Volunteers.

Any dispute between an employee and the City regarding the application, meaning, or interpretation of these personnel policies will be resolved as follows:

### Step 1: Initial Appeal to the City Administrator

If an employee disagrees with a decision made by the City Administrator or has a dispute regarding the application or interpretation of these personnel policies, the employee must submit a written appeal within twenty-one (21) calendar days of the alleged violation or decision. The appeal must include:

- The nature of the appeal
- The facts on which it is based
- The specific provision(s) of the personnel policies allegedly violated
- The remedy requested

The appeal should be directed to the **City Administrator**. If the **City Administrator is the party filing the appeal**, the written appeal must be submitted to the **Personnel Committee** within the same timeframe. In all other cases, the first level of appeal is handled by the City Administrator.

The recipient of the appeal will respond in writing within seven (7) calendar days unless both parties agree to an alternate timeline. **If the appeal is initially directed to the Personnel Committee because the City Administrator is filing the appeal, Step 2 will be skipped, and any unresolved appeal will proceed to Step 3.**

### Step 2: Personnel Committee Review

If the appeal is not resolved in Step 1, the employee must submit the same written information to the Personnel Committee within seven (7) calendar days after receiving the City Administrator's response.

The Personnel Committee will confer with the City Administrator and either:

- Refer the matter to the City Attorney for further investigation, or
- Respond to the employee in writing

A response must be provided within fourteen (14) calendar days, which may include notice that additional time is required to render a decision.

### Step 3: City Council Hearing

If the appeal remains unresolved after Steps 1 and 2, the employee may request a hearing before the City Council within seven (7) calendar days of receiving the Personnel Committee or City Attorney's decision.

The City Council will review all information and schedule a hearing at its discretion.

### **Important Restrictions**

To ensure a fair and impartial process, employees filing an appeal must not contact any City Council member who is not on the Personnel Committee regarding the appeal.

### **Waiver of Appeal**

- If an appeal is not filed within the specified time limits, it will be considered **waived**.
- If an appeal is not advanced to the next step within the required timeframe (or any agreed extension), it will be considered settled based on the City's last response.
- If the City does not respond within the specified time limits, the employee may treat the appeal as denied and proceed to the next step.
- Time limits may be extended by mutual agreement without prejudice to either party.

### **Non-Appealable Actions**

The following actions are not subject to appeal:

- Performance evaluations
- Pay increases or lack thereof
- Merit pay awards
- Job Assignments
- Scheduling decisions
- Matters of inherent managerial policy under Minn. Stat. §179A.07, including:
  - Organizational Structure
  - Selection of Personnel
  - Direction of Personnel
  - Utilization of technology
  - Overall budget and program functions

( This list is not meant to be all inclusive or exhaustive )

~~Any dispute between an employee and the City relative to the application, meaning or~~

~~interpretation of these personnel policies will be settled in the following manner:~~

~~**Step 1:** The employee must present appeal in writing, stating the nature of the appeal, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the City Administrator within twenty-one (21) calendar days after the alleged violation or dispute has occurred. If the City Administrator is the party presenting the appeal or the subject of the appeal, it shall be directed to the Personnel Committee within the same period. The party to whom the grievance is presented will respond to the employee in writing within seven (7) calendar days unless the employee and that party agree on another term for reply. If the appeal is initially directed to the Personnel Committee, Step 2 shall not be implemented, and any unsettled appeal shall be addressed pursuant to Step 3.~~

~~**Step 2:** If the appeal has not been settled in accordance with Step 1, the employee must present it in writing, stating the nature of the appeal, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested to the Personnel Committee within seven (7) days after the City Administrator's response. The Personnel Committee shall confer with the City Administrator regarding the grievance and will either refer the matter to the City Attorney, if further investigation is required, or respond to the employee in writing. A response from either the City Attorney or the Personnel Committee must be provided within fourteen (14) calendar days, and that response may indicate that additional time is necessary to render a decision.~~

~~**Step 3:** If the appeal has not been settled in accordance with Steps 1 or 2, the employee may request a hearing before the City Council. Such request must be made within seven (7) days after receipt of a decision from the Personnel Committee or City Attorney. The City Council shall review all information and set a hearing date, time and location at the Council's discretion.~~

~~No employee filing an appeal shall have contact with any City Council member not on the Personnel Committee about the appeal. This is to ensure a fair and impartial hearing should an administrative hearing be requested.~~

#### **Waiver**

~~If an appeal is not presented within the time limits set forth above, it will be considered "waived." If an appeal is not taken to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer an appeal within the specified time limits, the employee may elect to treat the appeal as denied at that step and may choose to bring the appeal to the next level. The time limit in each step may be extended by mutual~~



~~agreement of the City and the employee without prejudice to either party.~~

~~The following actions are not appealable:~~

- ~~• Performance evaluations~~
- ~~• Pay increases or lack thereof~~
- ~~• Merit pay awards.~~

~~The above list is not meant to be all inclusive or exhaustive.~~

### 13. EMPLOYEE EDUCATION, TRAINING & TRAVEL

#### TRAINING

##### **Applicable employment classifications: All**

The City of Maple Plain promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

#### **Policy**

The City will pay for the costs of an employee's participation in training and attendance at professional conferences if attendance is approved in advance under the following criteria and procedures. Advanced approval shall include either with the annual budget or as a separate request.

#### **Training, Conferences & Meetings**

The subject matter of the training session, conference or attending professional meetings directly job-related is considered relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

Continuing learning credits or similar courses taken by permanent employees in order to maintain licensing or other professional accreditation required as a condition of employment with the City, or necessary to perform essential job functions, is covered under this policy.

The City Administrator ~~and Fire Chief are~~ responsible for determining appropriate job-related training and approving or disapproving training and conference attendance.

#### Participation in training, conferences and meetings

All potential training sessions, conferences or attendance at professional meetings shall

be outlined and approved during the annual budget process. The City Administrator shall notify the City Council and other eligible employees of training opportunities. Eligible employees shall notify the City Administrator of their interest in participating in those opportunities.

Requests not budgeted for and totaling more than \$200 per registrant require City Administrator approval or City Council approval if the training is for City Administrator.

The City Council shall approve all non-budgeted training requiring travel expenses, such as airfare, hotel, etc. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to the City for prompt payment.

### Memberships and Dues

Membership in professional organizations is encouraged and is viewed as a benefit to the employee and City of Maple Plain. Unless an organizational or individual-only membership is available, the City normally obtains only one membership per agency, as determined appropriate by the City Administrator with approval from the City Council.

The City shall pay for all professional organization membership costs for employees if membership is specifically related to the duties of the employee and City of Maple Plain.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

### TRAVEL

#### Applicable employment classifications: All

This policy includes, but is not limited to, travel, lodging, conference expenses, and other related expenditures incurred while conducting City business. This policy also establishes procedures for authorization and reimbursement of such expenses.

All expenses that do not fall within this adopted expense and reimbursement policy must be approved by the governing body, in a public meeting, before the expense is incurred.

#### Travel Authorization

Travel expenses identified and allocated for during the budgeting process are deemed approved the City Council. Requests for incurring travel expenses not budgeted for requires City Council approval. Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to the City for prompt payment.

## **Transportation**

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements should be used, using the most direct and time-efficient route. The use of government and/or group rates offered by a provider of transportation are encouraged. The following transportation modes may be employed for the purpose of traveling on City business.

### Airfare

Employees shall utilize coach accommodations when traveling within the continental United States by commercial airline. Reservations, where possible, should be made at least (30) or more days in advance to take advantage of all available discounts. Employees may, at their own expense, pay to upgrade their airline accommodations. City Council approval is required. Airfare expenses shall include baggage handling fees of the employee.

### Alternate Travel Methods

Employees using alternative travel methods, such as commercial bus or train for travel to and from designated places on City business outside the City will be reimbursed for the actual expense of the alternative travel method, not to exceed coach airfare.

Airfare and tickets for other alternative travel methods shall be purchased in advance using the City credit card. Employees must obtain approval from the City Administrator before purchasing tickets and seeking approval. Receipts are required in order to receive reimbursement.

### Vehicle Rentals, Taxi, and Transit Fare

Out of town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts must be provided to obtain reimbursement. An employee shall cite reasons when choosing vehicle rental over taxi or shuttle service. If rental vehicle is subsequently denied, the related parking fees will also be denied, and the official will be reimbursed the round-trip shuttle charges.

## **Lodging**

Lodging expenses for employee overnight travel shall be paid by the City. The City shall only pay the single room rate and will not cover expenses for a spouse or dependent accompanying an employee on the trip unless previously approved by the City Administrator.

If lodging is in connection with a conference or event, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, the official shall use lodging that offers rates comparable to government and/or group rates.

Employees and their spouses or dependents traveling on City business are responsible for costs including baggage; phone calls; room service, unless part of employee per diem; etc. Transportation may be reimbursed for trips directly to and from the hotels, airports or meeting sites as stated above.

Lodging reservations shall be purchased in advance using the City credit card. Employees must obtain approval from the City Administrator before reserving and paying for lodging accommodations with a personal credit card. Receipts are required in order to receive reimbursement.

**Mileage**

When a personal vehicle is used for City business, the City of Maple Plain reimburses actual miles traveled at the IRS mileage rate. Mileage is only reimbursed for trips in excess of eight (8) miles round trip. Employees shall also be reimbursed for parking, including airport parking. A receipt for parking is required for reimbursement. The City does not reimburse for valet parking.

**Meals**

Employees traveling as a representative of the City or representing the City at various functions. The per diem rates include tips up to twenty percent (20%) of the actual meal costs (which meal costs shall not exceed the below allotment) and are:

<u>Meals</u>	<u>Amount</u>
Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$35.00

Eligibility for meal reimbursement shall be based on the employee on assignment, representing the City at meetings, and events more than 20 miles from Maple Plain. The City may also reimburse employees for meals at City-sponsored meetings or events. Expenses for which City officials receive reimbursement from another agency are not reimbursable.

The City does not reimburse employees for alcohol and entertainment.

The City does not reimburse employees for breakfast if a hotel they are staying at includes breakfast or if the event they are attending offers breakfast.

If meals are included in conference registration or hotel accommodations, the City shall not reimburse employees for additional costs.

**Special Expense**

Employees incurring special expenses while on travel status may submit receipts for reimbursement. Special expenses include writing utensils, writing paper, faxes for City business, windshield washer fluid and oil when driving City-owned vehicles, etc. Volunteers and others requesting reimbursement of expenses must request receive

prior approval from the City administrator before incurring any expense.

### **Entertainment**

Expenses for entertainment not related to the event or function for which an employee is attending are the responsibility of the employee. The City does not reimburse employees for alcohol and entertainment.

### **Reimbursement of Travel & Related Expenses**

The following are required in order to receive reimbursement for travel and travel-related expenses employees must submit the following along with appropriate documentation of purpose of trip.

#### Receipts

- Credit card and/or cash payment receipts.
- Meal, hotel, transportation, and other expense receipts.

#### Documentation

- Conference brochure.
- Meeting agenda.
- Trip or meeting purpose.
- Other attendees at a meal or meeting.

The reason for the expenses should be clearly documented on the expense reimbursement request and forms.

### **Unable to Attend Pre-Planned Trip**

Employees unable to attend a planned trip or event where the City pre-paid travel expenses (i.e. airfare) and/or conference registration fees shall notify the City Administrator. If the City has prepaid an employee's expenses, it is the employee's responsibility to cancel their registration and ensure any prepaid and/or credit card fees are refunded within thirty (30) days of the unattended event to the City.

Employees paying for travel expenses out of pocket and unable to attend the planned trip or event, and seeking reimbursement from the City, shall provide a written explanation as to the reason(s) why they were unable to attend (i.e. unexpected illness, injury or death in the family, etc.) and why they should be reimbursed for those expenses.

Employees may be required to pay any applicable cancellation fees.

### **City Prepayment & Credit Card Use Policy**

The City does not issue credit cards. The City Administrator or their designee may authorize prepayment by the City and/or use of the City's credit card for the following types of expenses only: conference or event registrations, airline, bus or train tickets and lodging expenses for employees.

### Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act. Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

### Out of State Travel

Any out of state travel for City business must be approved within the sole discretion of the City Council.

## 14. OUTSIDE EMPLOYMENT

### Applicable employment classifications: Regular Employees

The potential for conflicts of interest is lessened when individuals employed by the City of Maple Plain regard the City as their primary employment responsibility. All outside employment is to be reported to the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable.

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use City equipment, resources, or staff in the course of the outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which they are also being compensated by the City. Work performed for others while on approved [vacation](#) [PTO](#) or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the City for those same hours.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services, or any other operational aspect of the City.

## 15. DRUG FREE WORKPLACE

### **Applicable employment classifications: All**

In accordance with Federal Law, the City of Maple Plain has adopted the following policy on drugs in the workplace:

- Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City's intent and obligation to provide a drugfree, safe, and secure work environment.
- The unlawful manufacturing, distribution, possession, or use of a controlled substance on City property or while conducting City business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- The City recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

## 16. CITY DRIVING POLICY

### **Applicable employment classifications: All**

This policy applies to all employees who drive a vehicle on City business at least once (1) per month, whether driving a City-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record. City employees are also required to always wear their seat belts while on City business, whether operating a City-owned or personal vehicle.

Employees who lose their driver's license or receive restrictions on their license are required to notify the City Administrator on the first work day after any temporary, pending or permanent action is taken on their license, and to keep the City Administrator informed of any changes thereafter.

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The City will determine appropriate action on a case-by-case basis.

## 17. TECHNOLOGY POLICY

**Applicable employment classifications: All**

### CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of cellular telephones. Its application is to ensure that cellular phone usage is consistent with the best interests of the City without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones, and to ensure that City employees exercise the highest standards of propriety in their use.

The City Administrator may authorize an employee to use his/her own personal cellular phone for City business and be reimbursed by the City for those calls. An employee will not be reimbursed for business-related calls without prior authorization from the City Administrator. The City Administrator may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

It is the objective of the City of Maple Plain to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones shall be subject to disciplinary action.

The City Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All passwords and access information for any technology shall be documented.

### COMPUTER USE

#### Purpose

The purpose of this policy is to assist the City in protecting its technology system security and assets, to protect the privacy rights of employees, to manage City resources, and to protect the rights of third parties for appropriate access to City files.

#### Policy

This document sets forth the City's policies with regard to access and use of computer hardware, software, data, and electronic mail messages. It also sets forth the City's policies with regard to disclosure of computer files, created or received, or electronic mail messages sent or received by City employees with the use of the City's computer resources or electronic mail system. This document sets forth policies on the proper use of computer hardware, software, data, the electronic mail system, and Internet system provided by the City.



All employees that will work with the City's computers are responsible for reading and adhering to these policies. It is the responsibility of supervisors to ensure that each of their employees has received this document and signed off that they have read it.

## **General**

### Inappropriate uses of City technology

City technology is to be used only for business purposes and in a professional manner. The following is a list of inappropriate uses of the City's technology which may result in disciplinary action up to and including dismissal. This is not a complete list of inappropriate uses.

- Displaying, printing, or transmitting material that contains false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, discriminatory, or illegal material.
- Displaying, printing, or transmitting material that violates City regulations prohibiting sexual harassment.
- Using the City's computer system or software or allowing others to use it for personal profit, commercial product advertisement or partisan political purposes.
- Using e-mail to solicit for commercial ventures, or charitable, religious, or political causes, with the exception of charitable campaign drives sponsored by the City.
- Inappropriately sharing your user ID or password to allow an individual to obtain confidential information to which they normally would not have access.
- Deliberately damaging or disrupting a computer system (hardware or software) or intentionally attempting to "crash" network systems or programs.
- Attempting to gain unauthorized access to internal or external computer systems.
- Attempting to decrypt system or user passwords.
- Unauthorized copying of system files or software programs.

### Storage of Data

All data shall be stored on the City's network servers.

### Management of Files – Official Records

Because the storage capacity of the network is limited, all users are responsible for deleting outdated files, being sure to adhere to any records retention policies and procedures. If computer files are deleted, employees should take care in maintaining paper copies of any files that must be retained according to the records retention schedule.

All data that is composed, transmitted or received on City owned, leased, or rented technology, including internal and external electronic mail (e-mail), is considered to be part of the official records of the City, and therefore subject to disclosure as appropriate under state and federal laws. Most documents will be considered public records unless classified otherwise by state or federal law. However, employees must use the same caution in releasing information on City technology systems as they do when release

hard copies of information. If in doubt about whether information is public, employees must wait to release it until they have checked with the City Administrator

E-mail and other electronic documents must be saved in accordance with the City's records retention schedule if they are required for ongoing legal, fiscal, administrative, operational or research purposes. These records should be saved to a word processing or paper file for storage according to the City's records retention schedule.

#### Portable Files

Files used to facilitate off-site work, such as word processing documents, electronic spreadsheets and presentation graphic files are considered public property and may fall under the records retention schedule.

#### Work Product Ownership

All City technology systems are the property of the City of Maple Plain. This includes, but is not limited to, all hardware, software, programs, applications, templates, internal and external email messages, facsimile (fax) messages, data, data files, and voicemail messages developed or stored on City-owned, leased, or rented technology systems. The City reserves the right to access, retrieve and read any data, messages or files stored on City technology and disclose any data, messages, or files without prior employee consent. Employee use of city technology is not private. This includes, but is not limited to, use of internal and external email and use of the Internet.

#### Virus Protection

Users shall not change their system's configuration or take other steps to defeat virus protection devices or systems.

#### Configuration

Individual workstations are configured to operate in a complex, networked environment. Users may not change their system's setup files.

#### **Security**

The City of Maple Plain uses a computer security system to protect information from unauthorized or inappropriate access or modification. Users shall not add additional security, such as passwords, to their workstations or files.

Computer users shall identify themselves to the system by signing on with their assigned username. Users shall never attempt to sign on to the system with any other username. All users provide the City Administrator with User IDs and passwords used to access workstations.

## **Software**

In addition to authorized roles regarding software, the legal implications for improper handling of software can be significant:

According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. The City of Maple Plain does not allow the illegal duplication of software or any other form of criminal activity. Employees who engage in such activity are also subject to discipline using City personnel procedures.

## **Personal Use of City Computers**

The City currently allows personal use of City-owned computers by City employees only. City computers are not to be used to manage any part of a private business, for personal gain or for political or criminal activity. No personal software or hardware is to be used or installed on City computers.

## **Portable Computer Use**

Portable personal computer(s) can be used for City business, outside of City facilities, after normal working hours provided these procedures are followed. Employees are responsible for loss or damage to a portable computer. If a portable computer is stolen while outside of City facilities, an insurance claim should first be submitted to the employee's insurance company. No employee will be held responsible for a theft unless an investigation determines the employee played a part in that theft.

## **Internet Use**

The use of the Internet during work hours should be limited to those subjects that are directly related to an individual's job duties for the City of Maple Plain. Employees are advised to exercise discretion when using the Internet for personal business since any use can be monitored. Use of the Internet to view illegal, pornographic, or other inappropriate materials, whether during work hours or on personal time, is prohibited and may be cause for disciplinary action.

The primary function of the computer system is to assist in service delivery to our residents and customers. Allowing employees to spend personal time learning how to use and conduct research on the Internet will ultimately result in improved performance as employees for the City of Maple Plain.

To that end, employees may use the Internet for personal use during non-work time. However, employees may not intentionally access any site that is inappropriate for a public sector employee, or which could cause embarrassment to the organization or the employee. Public sector organizations are held to a high standard of scrutiny and ethical behavior. Some examples of inappropriate sites include adult entertainment, sexually explicit material, Web sites promoting violence or terrorism, illegal use of controlled substances (drugs) and intolerance of other people/races/religions, etc.

City Councilmembers will be provided with a computer for use during their term.

### **Electronic Communications**

Electronic communications can take a variety of forms such as telephone messages, voicemail, facsimile, e-mail, social media, texts, instant messaging, and similar computer-based documents. Data stored in any form using City equipment is considered City data. Such data is available to anyone authorized to see that data. All passwords and security codes shall be kept in the City safe.

Electronic communication is any message or data sent or received electronically. There are two main categories of electronic communication currently being utilized by the City: e-mail and voicemail. E-mail is computer based and involves receiving and delivering some type of computer output (e.g., messages, letters, memos, spreadsheets) via the city network and phone lines. Voicemail is a system whereby sounds, usually voices, are digitally recorded, transmitted, and stored. E-mail and voicemail systems are provided to facilitate City business communication among employees and other business associates.

#### Proper Use

The e-mail and voicemail systems are City property and are intended for City business. The systems are not be used for employee personal gain, illegal activities, or political activities. All data and other electronic messages within these systems are the property of the City of Maple Plain. Limited and brief personal use of e-mail and voice mail is acceptable.

#### Privacy

The City's computer and telephone systems are the property of the City of Maple Plain, and employees should have no expectation of privacy of the communications made using these systems. The City Administrator reserves the right to review the contents of employee's e-mail or voicemail files. Also, employees may not intentionally intercept, eavesdrop, record, alter, or receive other persons' e-mail or voicemail messages without proper authorization.

#### Deleting Messages

Generally, e-mail and voicemail messages are temporary communications, which are non-vital and must be discarded routinely. However, depending on the content of the message, it may be considered a more formal record and must be retained pursuant to the City's adopted record retention schedule.

#### Junk mail (Spam)

Delete junk mail as soon as possible. If you do not desire mail from any sender you may reply with an e-mail that asks to be deleted from any e-mail list.

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Email

All City employees should be cognizant emails sent or received via the City email server, City Web mail, City Web site, or emails sent from private accounts on City business may be considered public data.

Emails Between Elected & Appointed Officials

Elected and appointed City officials should exercise extreme caution when sending or receiving emails to other members of elected or appointed City boards and commissions. Electronic communications between members of these boards, whether representing a quorum or not, could be perceived as a public meeting. The City encourages all communication between elected and appointed officials to be conducted at the appropriate public meetings.

**18. FIRE DEPARTMENT MEMBERSHIP**

**Applicable employment classifications:** Fire Fighters

**APPLICATION**

~~Applications for membership shall not be accepted before an applicant's 18th birthday. Applications for membership shall provide all information as required by the Fire Service Employment Application. When applications are deemed to be complete, they will be placed on a waiting list in the order that they are received. The City Council may order any applicant to the top of the waiting list if that applicant is available for critical hours of service on a regular basis. This authority is abated if there are 10 or more members responding to the 1st alarm during critical hours of service.~~

Requirements

~~One of the following Eligibility/Suitability requirements must be met.~~

Applicant/Members:

- ~~• Applicant lives within Maple Plain Fire contract area Applicant is employed in Maple Plain Fire contract area and is available to respond to calls. Employer release statement must be signed.~~
- ~~• Applicant lives within 10 minute legal driving distance to the fire station.~~

~~All applicants must hold a valid Minnesota Driver's License and be cleared of any background investigation report before the applicant's Pre-employment Medical examination and entry into the Probationary period.~~

**PROBATIONARY MEMBERSHIP**

~~When a vacancy occurs in the department, the name at the top of the waiting list shall be read at the regular business meeting. One name may be read and considered for each vacancy occurring in the department.~~

All applicants will be considered for membership in the following chronological order:

1. Filing of Fire Service Employment Application.
2. Acceptance of completed Application.
3. Waiting list. (When applicable).
4. Name read at regular business meeting.
5. Interview by Officers.
6. Signature of By Law Review Form.
7. Fire Service Physical Agility Tests.
8. Background Check completed.
9. Pre-employment Medical examination, or proof of equivalent completed satisfactory medical exam in last six months. Applicant's responsibility to provide equivalent medical exam to department.
10. Formal job offer, contingent on background check, pre-employment medical exam, psychological exam, and physical agility test.
11. Probationary Trainee Membership.
12. Probation training program per Standard Operating Guidelines (SOG's).
13. Acceptance into full membership.

#### Physical Test and Medical Examination Requirements

Pre-employment Medical examination, by a physician of the City's choice, and paid for by the department, must be completed by the applicant within one month of signature of the By Law Review Form. No training drills will be permitted prior to the successful completion of the pre-employment medical examination.

The Fire Service Physical Agility test shall consist of the guidelines set in the Standard Operating Guidelines.

All tests shall be supervised by the Chief, Assistant Chief, or the Training Officer as outlined by the Standard Operating Guidelines. The tests must be completed per the Standard Operating Guidelines and may be attempted more than once, but not more than 3 times. If the applicant does not satisfactorily complete the test per the Standard Operating Guidelines, a second officer must administer the test within 30 days of the initial test at the request of the applicant and grant satisfactory or unsatisfactory judgment on the applicant performance per the Standard Operating Guidelines. The Pre-employment medical examination must be completed within 30 days of the completed background check.

Any applicant rejected will be notified in writing, the reasons for rejection.

Upon successful completion of the Fire Service Physical Agility tests and pre-employment medical examination, the applicant will be accepted onto the fire department as a probationary member with all rights, obligations, and privileges of full membership, for a period that is the later of one year or until receiving Firefighter I and Firefighter II certification.

### Training

~~The Probationary member must complete the training requirements as outlined in the Standard Operating Guidelines, during the one-year probationary period.~~

~~The Training Officer will review the progress of the Probationary member every three months in order to promote orderly training progress and to advise of deficiencies. The training progress will be recorded and become a part of the probationary member's personnel file.~~

### **FULL MEMBERSHIP**

~~Upon successful completion of all the sections of this article, the probationary member will be recommended for full membership. Upon concurrence of the City Council, the Probationary member will be accepted into full membership at the next regular meeting. If the Probationary member goes beyond the one year allowed, the City Council will assign a 3-month program to complete the training. If not successfully completed by the Probationary member, the City Council will be authorized to dismiss the Probationary member from the department or make other arrangements for completion.~~

### **PERSONNEL RULES**

- ~~1. All available paid on-call employees (firefighters) should immediately respond when notified of a call for service and perform their duties as assigned by the commanding officer.~~
- ~~2. All firefighters are expected to respond to a minimum of 25% of the calls for service each calendar year. For new hires the expected percentage will be prorated from their hiring date.~~
- ~~3. Each January, the three Fire Chiefs will determine which firefighters are in good standing and the amount of service credit they are to receive for the previous year. The Fire Chief will then supply the Relief Association President with the list of firefighters in good standing and their earned service credit no later than the end of January of each calendar year. After approval by the Fire Relief Board, that information will be provided to the State of Minnesota as required by state statute.~~
- ~~4. All firefighters will attend a minimum of 40 hours of Maple Plain Fire Department approved training per year. For new hires, the minimum hours of training will be set by the Fire Chief.~~
- ~~5. A firefighter may also request an exemption to the call percentage and minimum training requirements for a significant life event exemption (SLEE). This request shall be made in writing with supporting documentation and must be approved by the Fire Chief and City Administrator before a SLEE is effective. The duration of a SLEE will be determined on a case-by-case basis and generally will be a maximum of 6 months.~~
- ~~6. Call for service incidents and training expectations are waived for a paid on-call firefighter who has had a leave of Absence approved by the Fire Chief and City Administrator.~~
- ~~7. All firefighters must report directly to the fire station for an emergency call, unless directed differently by a Fire Officer. Fire Officers may respond to the scene at the~~

Fire Officer's discretion. In cases where critical care is needed, and a firefighter is at the location of the call, they may assist.

8. All firefighters answering a call, upon completion of operations at the scene, shall return to the station and remain there until all equipment is returned to readiness for the next call, unless excused by the officer in charge.

9. All firefighters shall maintain minimally a current Emergency Medical Responder (EMR) Certification or greater. All firefighters shall maintain their own certification through the Emergency Medical Services Regulatory Board (EMSRB).

10. All firefighters shall maintain minimally a current Fire Fighter 1 and Fire Fighter 2 certification.

11. No firefighter shall respond to any calls or training if they have a blood alcohol content (BAC) greater than 0.00%, or if they have any illegal or hazardous substances in their system, or if they have any prescription medication in their system which was not taken in compliance with the directives of a licensed medical professional.

12. Firefighters shall not use any form of tobacco (cigarettes, chewing tobacco, e-cigarettes) while in an official capacity as a Maple Plain Firefighter, or while at the Maple Plain Fire Station.

13. There shall be no alcohol present at the Maple Plain Fire Station unless an exception is granted by the Maple Plain City Council for a special event. Such exception shall only apply during the duration of that event.

14. No firefighter shall respond to any calls or training if they are under the influence of any drugs, whether prescribed or not prescription medication which may negatively affect the firefighter's physical or mental behavior or judgement. The Fire Chief or their designee may authorize the use of certain prescription medications while a firefighter is on duty.

## WAGE

### Definitions

1. Duty pay" is defined as compensation earned for responding to an emergency call or being on a Mutual Aid Standby Crew.

2. "Emergency Call" is defined as any execution of emergency services performed while acting as an agent of Maple Plain Fire Department. All Emergency Calls must be dispatched by Hennepin County Dispatch or designee to amount to an Emergency Call.

3. "Public Relations Event" is defined as any event where fire prevention education is taught, and/or a civic event where Maple Plain Fire Department is officially represented, parade or other event as designated by the Fire Chief. All public relations events must be approved by the fire chief prior to the event.

4. "Duty Time" is defined as the length of time a Firefighter is working during an Emergency Call.

### Duty Pay

Firefighters will receive a minimum of one hour of duty pay for each emergency call attended. Duty time will be calculated starting at the initial call time and continuing until all equipment is back in service as determined by the Incident Commander. Duty time for emergency calls exceeding one (1) hour will be rounded to the nearest half hour and may be individually prorated to the actual time a firefighter attend.

To receive duty pay for emergency calls, firefighters must respond to the fire station or scene prior to equipment being back in service and must stay at the station or scene until released by



~~the Incident Commander.~~

~~At the discretion of the Incident Commander, extended duty pay shall be awarded to individuals performing extra duties. Examples: Assisting paramedics to the hospital, prolonged traffic duty, or investigation time immediately after a fire. Duty time for multiple unrelated emergency calls will be documented and paid as separate calls. Multiple related calls will be documented and paid duty time as one call.~~

~~Severe weather or other incidents may dictate the need for immediate station standby crews. Stations standby crews may be established by the Public Safety Director, Fire Chief, or his/her designee. Standby crews will be awarded normal duty pay for each hour of standby time. In addition, each standby firefighter will receive credit for all emergency calls attended during that standby period.~~

~~Emergency calls received during scheduled training will be paid as normal duty pay.~~

~~Firefighters on Mutual Aid standby crews or planned standby crews will receive duty pay for the entire standby period. Additional duty pay for calls in a Mutual Aid city will not be granted to this standby crew or other Maple Plain Firefighters not on standby in a Mutual Aid City. The designated Incident Commander shall be responsible for completion of the attendance and call reports.~~

#### Training Pay

~~"Scheduled training" shall include all Monday training nights, other training drills as posted by the training officer, and mandatory training events, regardless of location. Firefighters will receive training pay or credit on a per session basis upon completion of the course objective as determined by the instructor. All scheduled training drills will be clearly communicated as "Scheduled Training" on the training schedule. Satisfactory completion of the annual First Responder refresher courses or EMT refresher courses shall be considered one "Scheduled training" session per class session. The designated training instructor shall be responsible for completion of the attendance and training reports.~~

~~"Incentive Training" is training above and beyond the standard scheduled training. Incentive Trainings may include, but are not limited to: State Schools, Chief or MSFDA Conference, etc. Incentive training pay shall be included with other pay distribution at the end of the calendar quarter in which satisfactory completion of the course has taken place. Satisfactory completion is defined as having received an authentic certificate of course completion. To receive Incentive Training Pay, firefighters shall attach a copy of the received certificate and submit with one training sheet for the~~

~~completed course. The Training Team shall determine which courses will qualify for incentive training pay. Qualifying courses shall be posted in the MPFD meeting room. Probationary firefighters shall receive incentive pay for completing all required training. The value of this award shall be included in Appendix B. Probationary Firefighters shall not receive "scheduled training" pay for those required courses. Firefighters wishing to participate in any incentive training shall obtain Training Officer approval prior to enrolling in any courses. Training Pay compensation is outlined in Appendix B.~~

#### Officer Pay

~~Fire Chief, Assistant Chiefs, Captains, Lieutenants and Training Officers will receive a quarterly stipend for their additional duties and responsibilities. Officers Pay will include officer attendance at the following:~~

- ~~1. Hennepin County Chiefs Meetings~~
- ~~2. Metro Chiefs Meetings~~
- ~~3. City Council Meetings~~
- ~~4. Officer Meetings~~
- ~~5. Lake Area Emergency Management Meetings~~
- ~~6. Meeting with area Fire / Police Chiefs~~

~~Officers must submit time worked under the "Officer Duties" category on the "General Attendance Form".~~

#### Public Relations Pay

~~Firefighters will receive Public Relations Pay or credit on a per event basis. All Public Relations opportunities will be sent to the entire fire department via email will be talked about at a business meeting or posted in the meeting room. Public Relations events may be limited to a certain number of Firefighters at each event. If this is the case, it will be filled on a first come, first served basis. Public Relations events must be pre-approved by the Fire Chief. Public Relations events may include, but are not limited to: Department Open House, Fire Prevention, Parades, Station Tours, Birthday Parties, etc. Fire Officers shall receive Public Relations Pay.~~

#### Administrative Pay

~~Administrative pay is defined as a non-officer firefighter or civilian conducting administrative functions at the direction of the Fire Chief. Duties may include, but are not limited to: Call Report entry, website and/or records management, creation of necessary Xcel documents, completion and assembly of fire commission reports and packets.~~

Credit Only

~~Employees of the City of Maple Plain, City of Medina, City of Independence and West Hennepin Public Safety will receive credit in lieu of duty pay for emergency calls and training attended during their normal working hours. Firefighters who are employees of other Police Departments, Fire Departments or EMS Providers who attend a Maple Plain Fire Department Call (Mutual Aid or Not) during assigned working hours shall receive credit in lieu of duty pay. Firefighters who receive training at other locations of employment that is beneficial to the Maple Plain Fire Department may submit training for credit only. Approval of these trainings will be by the Training Officer.~~

~~Firefighters who attend a training that is being paid for by another agency shall not be compensated for training pay by Maple Plain Fire Department. Maple Plain Fire Department will not pay for the training of those Firefighters who attend a training and are being paid to attend by another agency. Firefighters, who are attending an official Maple Plain Fire Department event (training, meeting, conference) and miss a call, may inform the Fire Chief via email and receive credit for the call.~~

Miscellaneous

~~Compensation awarded to Firefighters as outlined in this policy will be paid by the 15th of the month following Quarter End. (April 15, July 15, Oct 15, Jan 15)~~

~~Compensation will be based on the compensation schedule in effect at that time.~~

~~It is the responsibility of each firefighter to ensure proper credit is received for his or her participation. If a discrepancy arises, the firefighter shall submit in writing to their Truck Squad Officer the discrepancy and any supporting documentation, as necessary.~~