



New Richland City Council Regular Meeting Agenda

In Person & Online Via Go-To-Meeting

March 9th, 2026

Agenda:

6:30 Call to Order

Roll Call

Pledge of Allegiance

Approve Agenda

Consent Agenda Items

Items listed on the Consent Agenda are considered routine and non-controversial by the City Council. There will be no separate discussion of these matters unless requested by the City Council.

1. Approve Minutes of February 9th, 2026
2. Fidium Fiber Internet Permits

Public Comments

Notice: We welcome the attendance of residents of the City of New Richland at the City Council meetings. Any resident of the City of New Richland may request permission to speak at a regular scheduled council meeting on any topic that is relevant to the operation of the city. Any resident wishing to address the city council shall either call City Hall to request to be placed on the agenda or sign up 10 minutes prior to the start of the meeting. At the mayor's discretion, the speaker may address the topic either during the public portion of the meeting or when the item is being addressed by the council. The mayor will call upon the speaker at the appropriate time. The speaker shall state their name and the topic to be addressed. Residents are expected to use proper etiquette, decorum, and respect when addressing the council.

Request and Presentations

1. Keith and Melissa Leonardo
 - Bunkhouse ordinance for migrant workers
2. Police Department – Tanyce Bruegger, Chief of Police
3. People Service – Shell Johnson
 - Preliminary Screen - \$2,297.00
 - New Ladder - \$3,431.00
4. Tyler Lendt – City Administrator
 - MCMA Conference – (April 29th – May 1st) \$833.02
 - Street overlay and patching – (1st St NW, Ash-Birch & Patching at various locations) \$33,672.00

Public Hearings

Ordinances and Resolutions

1. Resolution 26-04 – A Resolution Approving the Appointment of a Commissioner to the Housing and Redevelopment Authority of New Richland
2. Resolution 26-05 – A Resolution Accepting Donations
3. Resolution 26-06 – A Resolution Accepting Donations

Department Reports

1. Ambulance Report – Sarah Sundve, Ambulance Director
2. Fire Department Report – Chad Neitzel, Fire Chief
3. Police Department Report – Tanyce Bruegger
4. Care Center Report – Bob Johannsen, Care Center Administrator
5. People Service Report – Shell Johnson, Operator
6. Maintenance & Utility Report – In Writing
7. Economic Development Authority – In Writing

Unfinished Business

1. December 2025 Check Register
2. January 2026 Check Register
3. 213 Broadway Ave N Re-Zoning Request

New Business

1. Radio Link Internet - Discuss Contract
2. February 2026 Check Register
3. Personnel Policy Manual

Miscellaneous**Administrator's Report****Mayor/Council Comments**

Closed Session – Approximately 7:30 – Pursuant to Minnesota Statute 13D.05, to discuss the employment status of a probationary firefighter.

1. Status of Fire Personnel

Adjournment

The next Regular City Council meeting will be held on Monday, April 13th, 2026



New Richland City Council Regular Meeting Minutes

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February 9th, 2026

Members Present

Janda Ferguson
Matt Economy
Jason Casey
Jody Wynnemer

Staff Present

Tyler Lendt – City Administrator
Shell Johnson – People Service
Curt Pederson – NRRFD Assistant
Chief
Bob Johannsen – Care Center

Others Present

Bob Swenson
Pam Goehring
Larry Goehring
Scott Piehn – RadioLink
Nick Sorenson – Fidium Fiber
Molly Hendrickson – Landman
Real Estate
Mike Nash – 909 Motorsports
Steph Albert – Steeple Event
Center
Pam – Steeple Event Center
Angel Hagen – Steeple Event
Center
Ethan Hagen – Steeple Event
Center

Members Absent

Josh Warke

The meeting was called to order by Mayor Janda Ferguson at 6:30 p.m.

Roll Call – All members present

Pledge of Allegiance

Approve Agenda

Motion made by Jody Wynnemer and seconded by Jason Casey to approve the agenda. Carried (4 yes, 0 no)

Consent Agenda Items

Motion made by Matt Economy, seconded by Jason Casey, to approve the consent agenda. Carried (4 yes, 0 no)

Public Comments

None

Request and Presentations

- 1) Nick Sorenson – Fidium Fiber Internet.
- 2) Steeple Event Center – Liquor approval for events
 - a) Motion made by Matt Economy and seconded by Jason Casey to grant permission to Steeple Event Center to serve Liquor at events on the premises. Carried (4 yes, 0 no)
- 3) RadioLink

- 4) Motion made by Jason Casey and seconded by Jody Wynnemer to pause the 60-day removal clock to remove equipment until after the council decides on the contract and considers the contract. Deadlocked (2 yes, 2 no). Will continue as unfinished business next month. Will ask Jason Moran to review the contract.
- 5) 213 N Broadway Ave Re-Zoning Request
 - a) Motion made by Matt Economy and seconded by Jody Wynnemer to refer this request to the New Richland Planning Committee and add a public hearing to the next meeting. Carried (4 yes, 0 no)
Post a public meeting
- 6) Fire Department discusses new hire and fit test equipment.
 - a) Motion made by Matt Economy and seconded by Jody Wynnemer to authorize the hiring of a new firefighter. Carried (4-0)
- 7) Tyler Lendt – City Administrator
 - a) Executive Training Institute – On Behalf of Chief of Police Tanyce Bruegger
 - i) Motion made by Jason Casey and seconded by Jody Wynnemer to send Chief of Police Tanyce Bruegger to the Executive Training Institute up to an amount of \$1100. Carried (3 yes, 1 present, 0 no)
 - b) Sherwin-Williams Street Paint (White 25 gallons \$650, Yellow 15 gallons \$345) total \$995 – On Behalf of Maintenance Supervisor Eric Hendrickson
 - i) Motion made by Jody Wynnemer and seconded by Matt Economy to approve the purchase of street paint. Carried (4 yes, 0 no)
 - c) J&R Water Utility Service \$150/hr. or \$1200/day - 3 Days for exercising valves and GPS marking main shut-offs – On Behalf of Maintenance Supervisor Eric Hendrickson
 - i) Motion made by Matt Economy and seconded by Jody Wynnemer to approve the engagement of J&R Water Utility Service to complete exercising valves and GPS mapping of main shutoffs. Carried (4 yes, 0 no)

Public Hearings

Ordinances and Resolutions

1. Resolution 26-02 – A Resolution Adopting the Waseca County All-Hazard Mitigation Plan
 - Motion made by Matt Economy and seconded by Jody Wynnemer to approve Resolution 26-02 – A Resolution Adopting the Waseca County All-Hazard Mitigation Plan. Carried (4 yes, 0 no)
2. Resolution 26-03 – A Resolution Designating the Polling Place for 2026 Elections
 - Motion made by Matt Economy and seconded by Jody Wynnemer to approve Resolution 26-03 – A Resolution Designating the Polling Place for 2026 Elections. Carried (4 yes, 0 no)

Department Reports

1. Ambulance Report – In Writing
 - Motion made by Jody Wynnemer and seconded by Jason Casey to accept the Ambulance Director’s Report. Carried (4 yes, 0 no)
2. Fire Department Report – In Writing
 - Motion made by Matt Economy and seconded by Jason Casey to accept the Fire Department Report. Carried (4 yes, 0 no)
3. Police Department Report – In Writing
 - Motion made by Jason Casey and seconded by Matt Economy to accept the Police Department Report. Carried (4 yes, 0 no)



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4. Care Center Report – Bob Johannsen, Care Center Administrator
 - Motion made by Matt Economy and seconded by Jody Wynnemer to accept the Care Center Report. Carried (4 yes, 0 no)
5. People Service Report – Shell Johnson, Operator
 - Motion made by Matt Economy and seconded by Jody Wynnemer to accept the People Service Report. Carried (4 yes, 0 no) Tyler Lendt directed to communicate with other cities about Finstad’s Grants
6. Maintenance & Utility Report – In Writing
 - Motion made by Matt Jason Casey and seconded by Matt Economy to accept the Maintenance Department Report. Carried (4 yes, 0 no)

Unfinished Business

1. Options for Department reporting
 - i. Motion made by Matt Economy and seconded by Jody Wynnemer to move to every other month reporting for department heads. Carried (4 yes, 0 no)
2. Minnesota Basic Code of Ordinances
 - i. Tyler Lendt is directed to begin drafting ordinances in the order on the memorandum.

New Business

1. December 2025 Check Register
 - Register not ready for presentation
2. January 2026 Check Register
 - Register not ready for presentation
3. Abdo Services Offer
 - Motion made by Matt Economy and seconded by Jody Wynnemer not to engage Abdo Accounting Services for Training. Carried (4 yes, 0 no)
4. Water Turn-on Acknowledgement
 - Motion made by Matt Economy and seconded by Jason Casey to adopt this form for immediate use. Carried (4 yes, 0 no) Add a communication clause to ensure both parties are present

Miscellaneous

Administrator’s Report

- Motion made by Matt Economy and seconded by Jody Wynnemer to accept the administrator’s report. Carried (4 yes, 0 no)

Mayor/Council Comments

Adjournment

- Motion made by Matt Economy and seconded by Jody Wynnemer to adjourn. Carried (4 yes, 0 no)

RIGHT OF WAY PERMIT APPLICATION



City of New Richland
 203 N Broadway PO Box 57
 New Richland, MN 56072
 Phone: (507)465-3514 Fax: (507)465-3375

Excavation Permit Obstruction Permit

REGISTRATION TYPE

Attached Plan submitted by (Utility Owner): Fidium (Consolidated Communications)

Joint Application

Please check whether you will be the Owner of equipment placed in the ROW or a contractor wishing to work in the ROW. If other please explain in next section.

Equipment Owner
 Contractor
 Other (Explain)

Plan No. _____
 Project No. _____

Location: Full city overbuild split into 3 pockets of work
 From and To: Full city build
 (Address and Intersection) _____

REGISTRATION INFORMATION (Company Information)

Applicant: Nick Sorenson Phone # 507-995-0103
 Address: 2730 3rd Ave Fax # _____
 City: Mankato State MN Zip 56001
 Signature: _____ Date: _____

Contractor: Telcom Construction Gopher State One-Call Reg. # _____
 Address: 2218 200th St E Contact Person: AJ Olson
 City: Clearwater State MN Zip 55320 Phone # 507-351-2977
 Pager # _____

24 HOUR EMERGENCY CONTACT INFORMATION

Name	Phone #	Pager #	Fax #
<u>Nick Sorenson</u>	<u>507-995-0103</u>	_____	_____
<u>AJ Olson</u>	<u>507-351-2977</u>	_____	_____

CONSTRUCTION INFORMATION

Type of Utility: <input type="checkbox"/> Gas <input type="checkbox"/> Electrical <input checked="" type="checkbox"/> Telecom <input type="checkbox"/> Heating <input type="checkbox"/> Cooling <input type="checkbox"/> Cable <input type="checkbox"/> Traffic <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Other _____	Purpose of Construction <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Repair <input type="checkbox"/> Other _____	Type of Construction <input type="checkbox"/> Trench <input checked="" type="checkbox"/> Boring <input type="checkbox"/> Hole <input type="checkbox"/> Pole <input type="checkbox"/> Chamber <input type="checkbox"/> Other _____
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Excavation Size: Length TBD Width 3' Depth 3' Total Linear Footage of Installation TBD
 Portion of ROW being used: Driving Lane _____ Parking Lane _____ Sidewalk _____ Boulevard X
 Other _____

CONSTRUCTION SCHEDULE

Number of Construction Days: 60 Construction Dates: (tentative) 5-1-26 to 7-1-26
 Weekend Dates: _____ After Hour Dates: _____

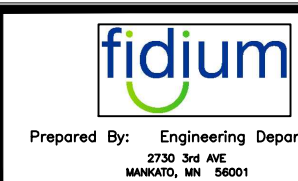
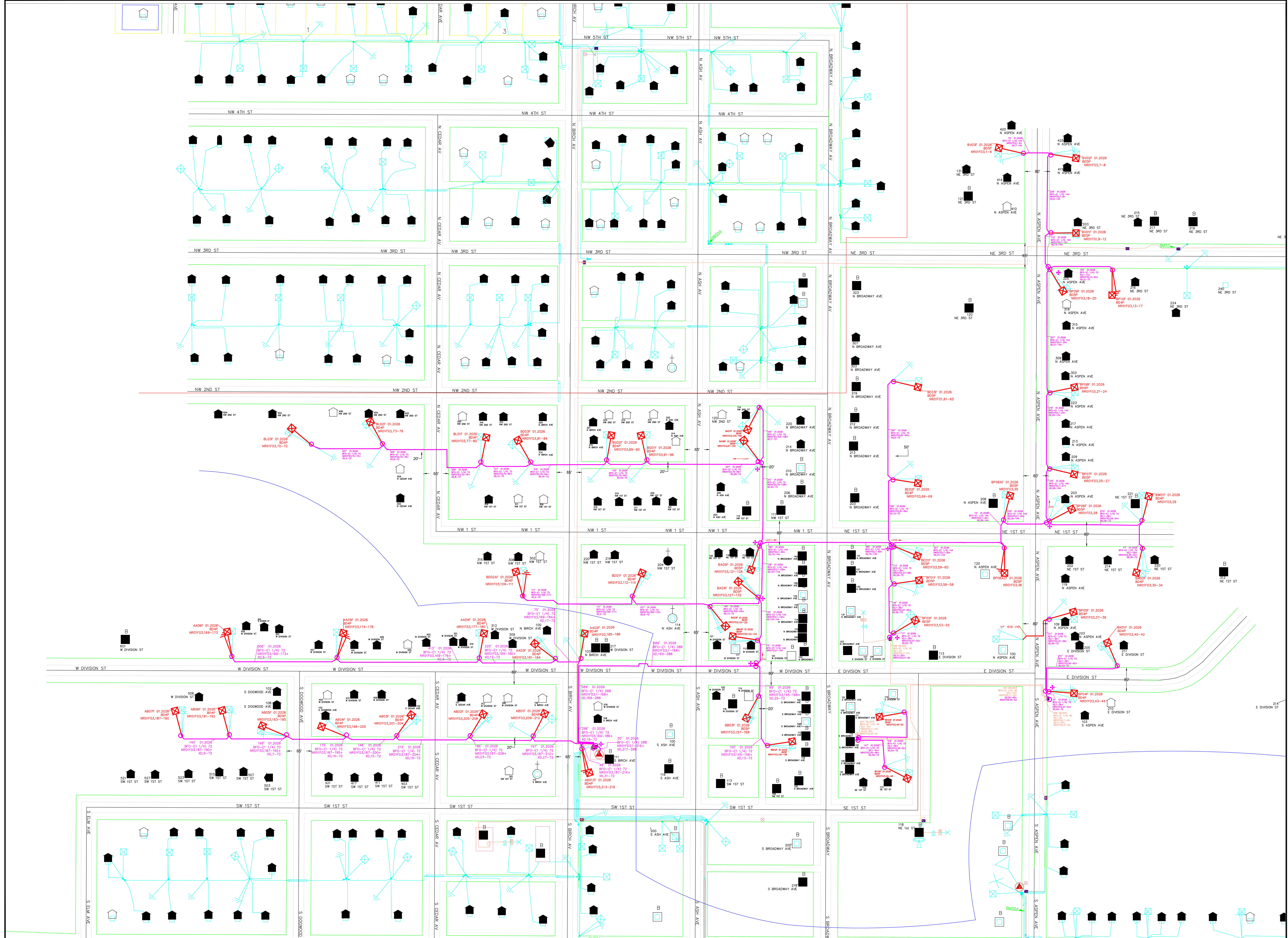
CERTIFICATES AND LICENSES

Please attach copies of certificates and licenses as required for registration

- 1) Certificate of Insurance
- 2) Certificate of Incorporation
- 3) Certificate of Authority form Minnesota Public Utilities Commission (MPUC)
- 4) Removal Bond (Equipment Owner Only)
- 5) Minnesota Contractors License

FOR OFFICE USE ONLY

Date Application Received: _____ Review Committee _____ Yes _____ No
 Permit Number: _____ Committee Date: _____
 Permit Fee: ****2025 STREET PROJECT FEE WAIVED****
 Date Received: _____ **** ANY WORK PRIOR TO PERMIT APPROVAL SUBJECT TO DOUBLE FEE AND/OR ADDITIONAL FINE ****

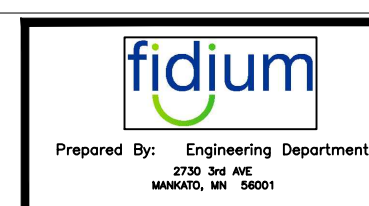
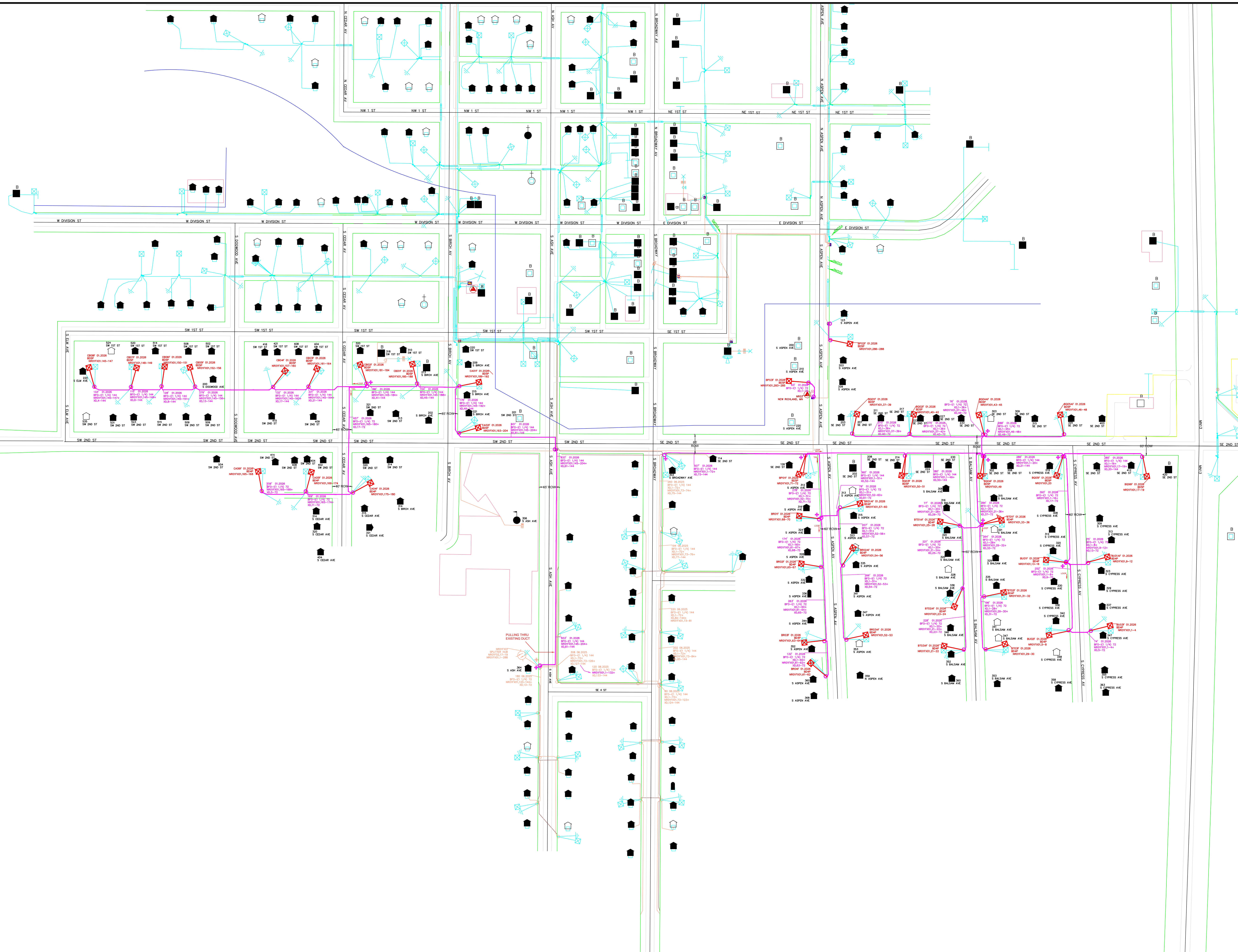


fdjurn
 Prepared by: [Name]
 Checked by: [Name]
 Date: [Date]

CUSTOMER NAME
 123 ANY STREET
 MANKATO, MN 56001

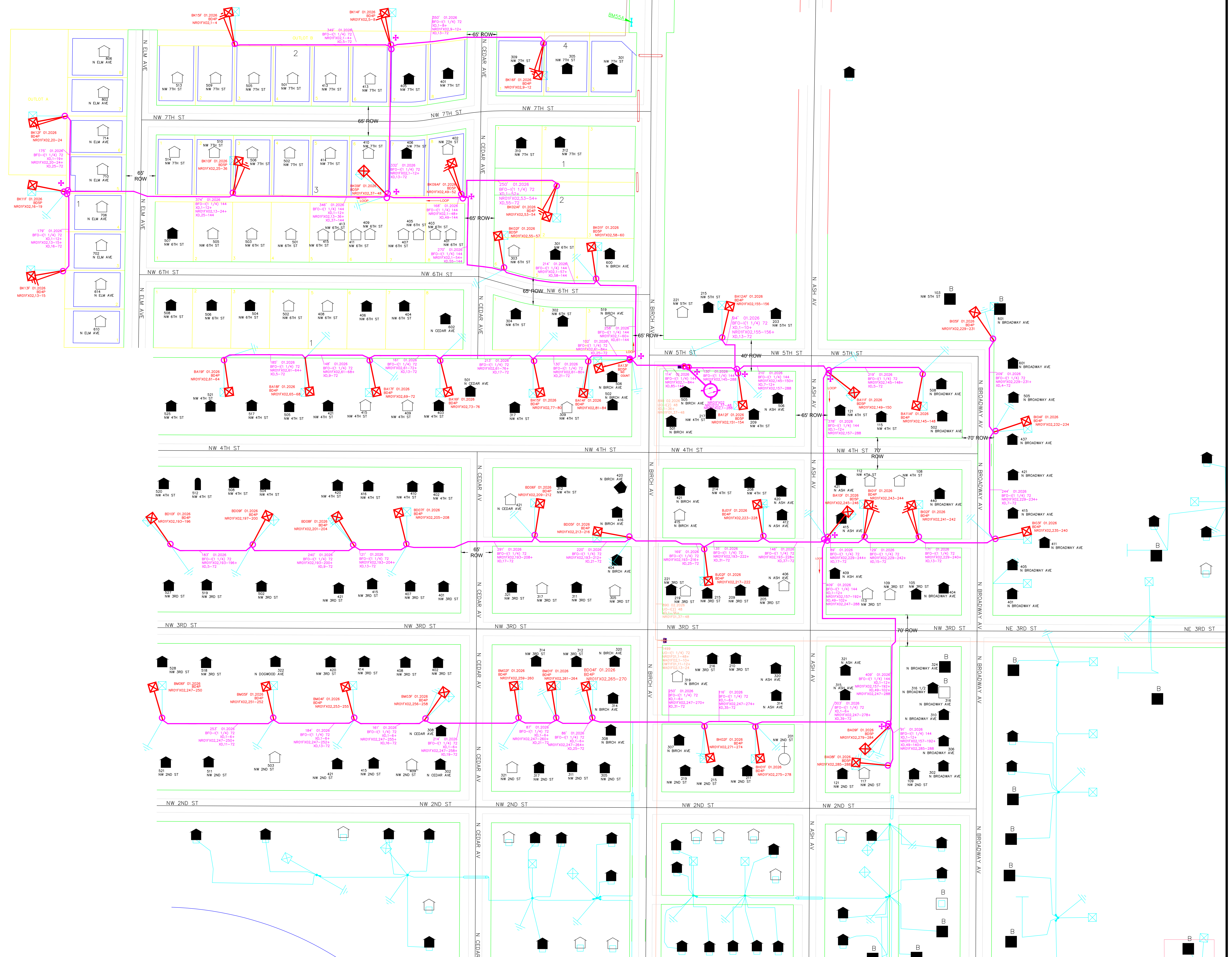
REV	DATE	ENG	REVISION DESCRIPTION	DATE DRAWN	PROJECT
1	01/01/2026	MAJ	CONSTRUCTION	01/01/2026	478DM26108
2	01/01/2026	MAJ	CONSTRUCTION	01/01/2026	478DM26108

DATE ISSUED: 01/01/2026
 SHEET NUMBER: SHEET 1 OF 1



NR01FX01
364 S ASH ST
NEW RICHLAND, MN

REV	DATE	ENG	REVISION DESCRIPTION
1	01/01/2026	MAE	CONSTRUCTION



March 6, 2026

RE: March 9th City Council Meeting Topic Migrant Worker Bunk House Ordinance

Greetings Mayor and Members of the Council,

A brief introduction, we (Keith and Melisa Leonardo), are a local couple who live in the community and reinvests locally in distressed properties. Their projects improve residential housing while also investing in commercial real estate that helps retain local businesses, promote economic development, and strengthen New Richland's tax base. We currently own and manage 11 residential rental properties within city limits. Along with owning two commercial buildings in town. On main street, Panther Power House Gym & an additional warehouse building that is rented out off Division Street.

Over the years, we have worked diligently to operate within all local zoning and housing guidelines. Our properties are maintained to code, inspections are kept current, and we have prioritized responsible tenant placement and long-term property stewardship. We take pride in contributing positively to the community's housing needs and local economy.

We are here this evening to respectfully request consideration of an ordinance update that would allow us to partner with another active local business, Holland Ag. The ordinance would be specific to properly regulated temporary housing for H-2A agricultural workers. Our proposal is not to bypass safety or density standards, but rather to create a structured, compliant pathway that aligns with federal housing requirements under 20 CFR § 654.404–654.417 and 20 CFR § 655.122.

The proposed housing occupancy exception would accommodate 20 H2-A workers (Employed by Holland-Ag) located at 316 Broadway Ave N New Richland.

- Be fully inspected prior to occupancy
- Comply with all applicable federal H-2A housing standards
- Meet health, safety, sanitation, and square footage requirements
- Operate under clear management oversight and accountability

This request seeks to address a real workforce need in our agricultural sector while ensuring the housing remains safe, regulated, and consistent with community standards.

We appreciate the council's time and consideration, and we look forward to addressing any questions you may have for us at the March city council meeting.

Sincerely,

Keith & Melisa Leonardo

Understanding H-2A Worker Program

What is the H-2A Worker Program?

The H-2A visa allows U.S. agricultural employers to bring foreign nationals to the U.S. for temporary or seasonal farm work.

It is administered by:

- United States Department of Labor (DOL)
- U.S. Citizenship and Immigration Services
- U.S. Department of State
- Final admission decision is made by: U.S. Customs and Border Protection

Workers Have to Pass in-Depth Screening Interviews & Background Checks

- Passport (valid at least 6 months beyond intended stay)
- DS-160 confirmation page
- Visa fee receipt
- Job contract
- Copy of I-797 approval notice
- Any recruiter documentation
- At the interview, the officer will verify:
- Identity
- Job legitimacy
- Intent to return to South Africa after contract
- No criminal or immigration violations

H-2A Housing Requirements: Under this program, the housing provided to workers already have requirements that this project will adhere to.

Under 26 CFR § 655.122(d) (U.S. Department of Labor H-2A regulations):

The employer must provide housing that:

- Meets federal, state, and local housing codes
- Is inspected and approved 30 days before occupancy
- These standards cover:
 - Sleeping space minimum square footage
 - Beds and mattresses
 - Toilets and bathing facilities
 - Kitchen facilities
 - Heating and ventilation
 - Fire safety (exits, smoke alarms, extinguishers)
- If occupancy exceeds typical single-family limits, zoning approval or a conditional use permit may be required.

Suggested Federal Housing Requirements:

Sleeping Rooms

- Federal standard: 50 sq ft per person (minimum)
- Total square footage measured (exclude closets/bathrooms)
- Beds at least 12 inches off floor
- Clean mattresses provided
- Adequate spacing between beds
- Window ventilation or mechanical ventilation
- Screens on windows (if openable)

Bathrooms Minimum federal ratios:

- 1 toilet per 15 workers / 1 sink per 6 workers
- 1 shower per 10 workers
- Functioning hot & cold water
-

Kitchen

- 1 stove per 10 workers
- 1 refrigerator per 6 workers
- Food storage cabinets
-

Fire & Safety

- Two means of egress
- Smoke detectors in sleeping rooms
- Fire extinguishers (ABC type)
- Exit routes posted

Proposed Ordinance Amendments on Occupancy Numbers

Currently City of New Richland Zoning states:

Family. An individual or two or more persons living together as one house-keeping unit using one kitchen and providing meals or lodging to not more than six (6) unrelated persons living together as one housekeeping unit using one kitchen. Note: Limits on the number of unrelated number of people living in a house is subject to challenge if not based on a minimum square footage basis. Further, in order to avoid conflicts with State laws on residential care facilities, the limit should be six (6) instead of five (5).

Chapter 10 Zoning - Page 3, Item #21 Definition for “Single-Family Housing”

We are proposing the city to add an ordinance specific to migrant workers bunk-housing within city limits, to accommodate H-2A workforce guidelines.

Economic Impact & Community Benefit: Adding an ordinance specific to migrant workers bunk-housing within city limits, aligns and supports our local economy.

Local Economic Circulation

23 additional people in the community will be contributing to local economic circulation. Local retailers, gas stations, and restaurants.

We can estimate what a typical working-age adult male in Minnesota spends per month on food and household consumables. Single working-age male (approx. age 19-55)

Category Monthly Average Spending:

Groceries (food at home) \$400 – \$500

Eating out / convenience food \$150 – \$300

Household consumables (paper products, cleaning supplies, toiletries) \$40 – \$90

Total typical monthly spending: ~ \$590 – \$890 per month

Source: U.S. Bureau of Labor Statistics Consumer Expenditure Survey and Midwest regional data

23 workers x \$700 = \$16,100 potential spending within the community.

Temporary workers purchase groceries, supplies, and eat at local restaurants. Even modest spending per worker creates measurable economic activity when multiplied across a season.

Without legal options, workers would have to be placed in local motels, in surrounding towns. Spending money outside of the local economy. Updating the ordinance allows the city to regulate, inspect, and maintain quality standards.

Common Community Concerns:

When changes to occupancy standards are discussed, it is natural for questions to arise. We would like to proactively address the most common concerns.

1. Parking & Traffic

Concern: Increased vehicles and congestion in residential neighborhoods.

Response: Parking will be managed through designated off-site spaces at Holland Ag Worker transportation is provided with employer provided vehicles. Workers will be car-pooling together in two separate work-shifts.

This is not comparable to 23 unrelated tenants each with separate vehicles. Parking will be managed through designated off-site spaces at Holland Ag

2. Property Values

Concern: High occupancy may negatively affect nearby property values.

Response: The property will be maintained to inspection standards that often exceed standard rental requirements.

Responsible management and oversight will continue — consistent with our record managing 11 properties within city limits. As well as partnership of Holland Ag managing its workers.

Poorly maintained properties affect values — not lawful, inspected housing.

3. Safety & Code Compliance

Concern: Fire safety, sanitation, overcrowding.

Response: Federal H-2A standards require an inspection prior to occupancy that meets federal guidelines noted above. **This proposal increases oversight — it does not reduce it.**

Holland Ag guarantees if workers do not comply with house rules and local laws, the temporary workers will be terminated from employment.

4. Precedent Setting

Concern: Will this open the door to unrelated occupancy increases elsewhere?

Response: The ordinance can be narrowly drafted to apply only to: Federally certified H-2A housing / Seasonal agricultural worker programs as directed by city attorney

Properties meeting defined inspection and compliance standards

This ensures the change is specific and controlled — not a blanket removal of unrelated occupancy limits. **This proposal does not eliminate occupancy limits.**

It creates a narrowly tailored, legally defensible exception for federally regulated agricultural worker bunk-housing.

We respectfully request the Council's consideration of this amendment.

Letter from a local city council member who local area also employes immigrant workers.

From: Crystal Nielsen <cnielsen31783@gmail.com
Sent: Tuesday, March 3, 2026 2:09 PM
To: Leonardo, Melisa <MelisaLeonardo@edinarealty.com
Subject: Letter
[EXTERNAL]
March 3, 2026

To Whom It May Concern,

First of all let me introduce myself, I am longtime resident to the City of West Concord. I am currently serving on the city council, and am in year 3 out of 4 of this term. I volunteer under several local community groups, and my kids attend school at Triton School district.

I am writing to share about my personal interactions and experiences I have had with immigrant workers while in the City of West Concord. A local agricultural & swine business in the area, Van Zuilen Family Farms, has employed immigrant workers for several years. These encounters have been consistently positive and have contributed to my appreciation for the diverse individuals who help support and strengthen our local environment every day.

In a variety of settings—such as local businesses, service establishments, and community spaces—I have observed and experienced a high level of courtesy and respect. I have never encountered a negative experience or heard of a negative experience within the community regarding the workers that are employed by Van Zuilen Family Farms. I have also been impressed by their dedication and work ethic. In my observations and interactions, they have consistently carried themselves with a respectful and considerate demeanor.

Immigrant workers contribute to the economic vitality and cultural richness of our communities. Many bring diverse skills, experiences, and perspectives that strengthen local businesses and services. The friendliness and courtesy I have encountered reflect not only personal character, but also a commitment to contributing positively to the community as a whole.

I am grateful for these experiences and for the many individuals whose efforts, and kindness help create an atmosphere of respect and inclusion.

Thank you for taking the time to consider my personal thoughts.

Sincerely,

Crystal Nielsen



PROJECT DETAILS

316 Broadway Ave N New Richland

Main floor living sq footage for tenants: 2326
Upstairs sq footage for tenants: 737
Total sq footage for tenants living space: 3083

Bunk house will house up to 23 workers staying in home on a rotating work shift.

JKR Investments intend keep street front main entry as “retail/store” front to comply with commercial zoning requirements

Amenities:

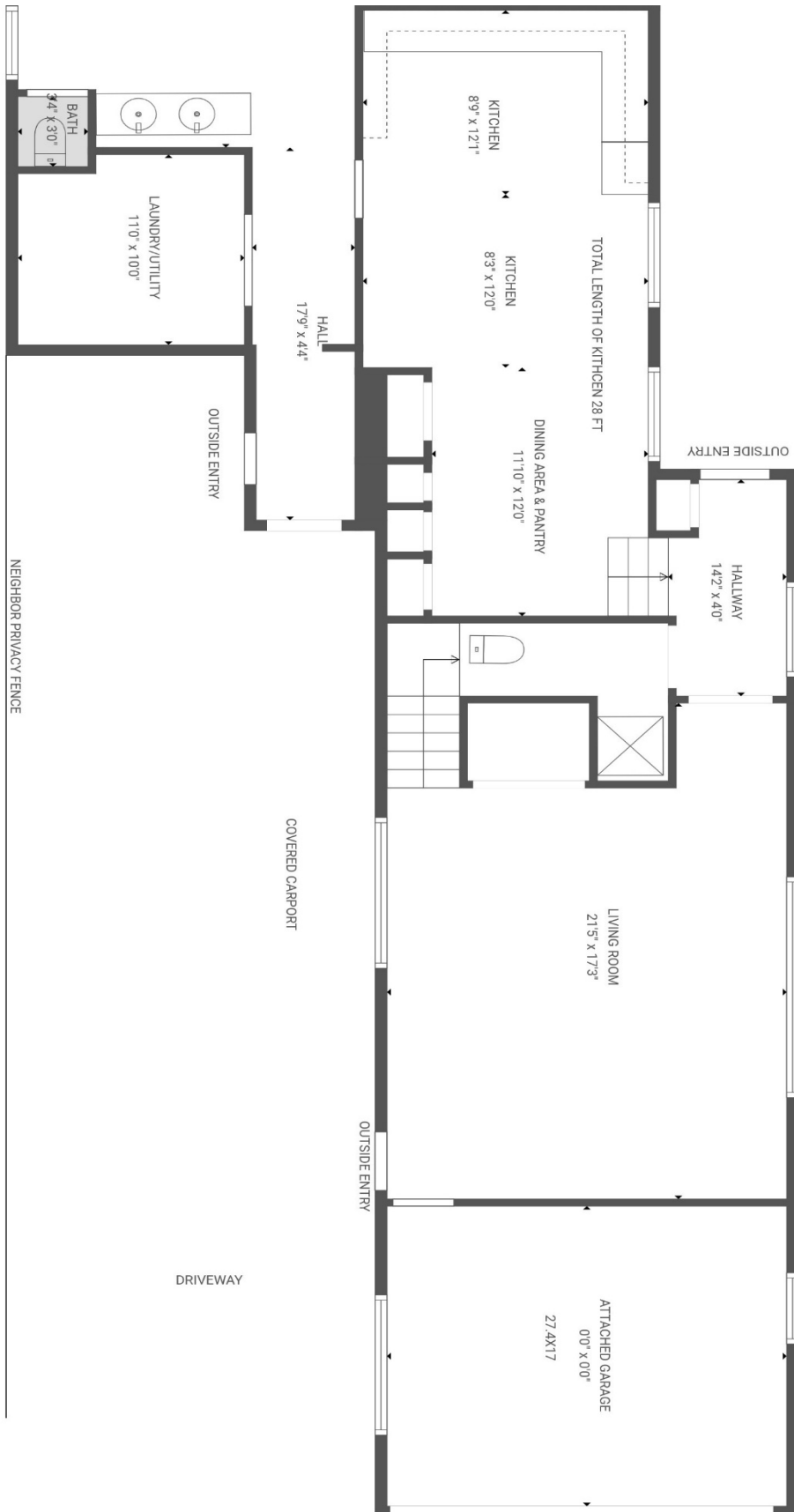
- 4 bunk/bedrooms
- 3 bathrooms
- 2 kitchens
- Large common living room: 17.3x21.5 (372 sq ft)
- Lg Main Kitchen Dining Hall: 12x28 (336 sq ft)
- Storage Shelves in garage
- Free Wi-Fi
- Off-street parking at Holland Ag

- Security Cameras
- Scheduled weekly professional interior cleaning
- 3 Exit doors

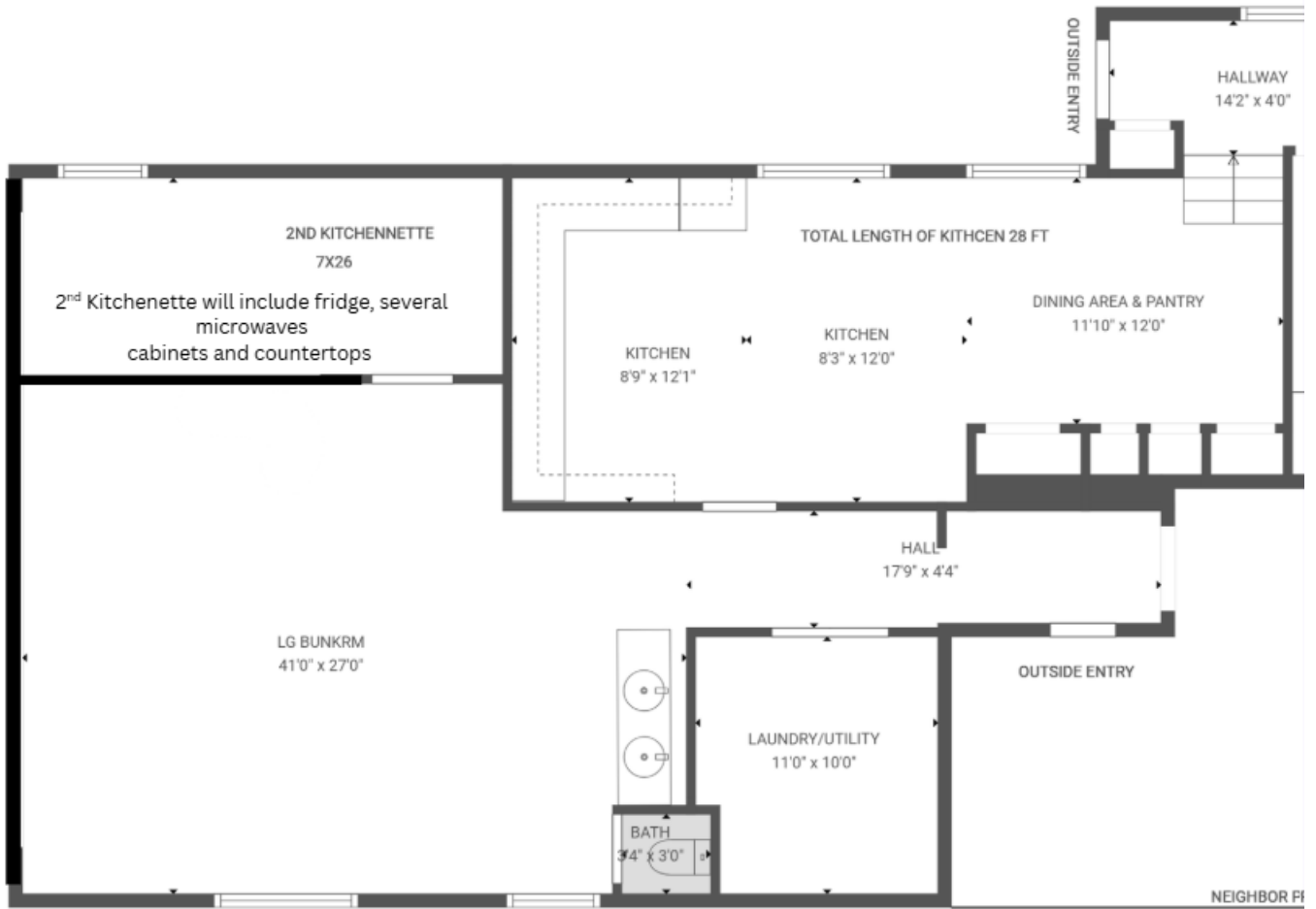


Main Floor Plan

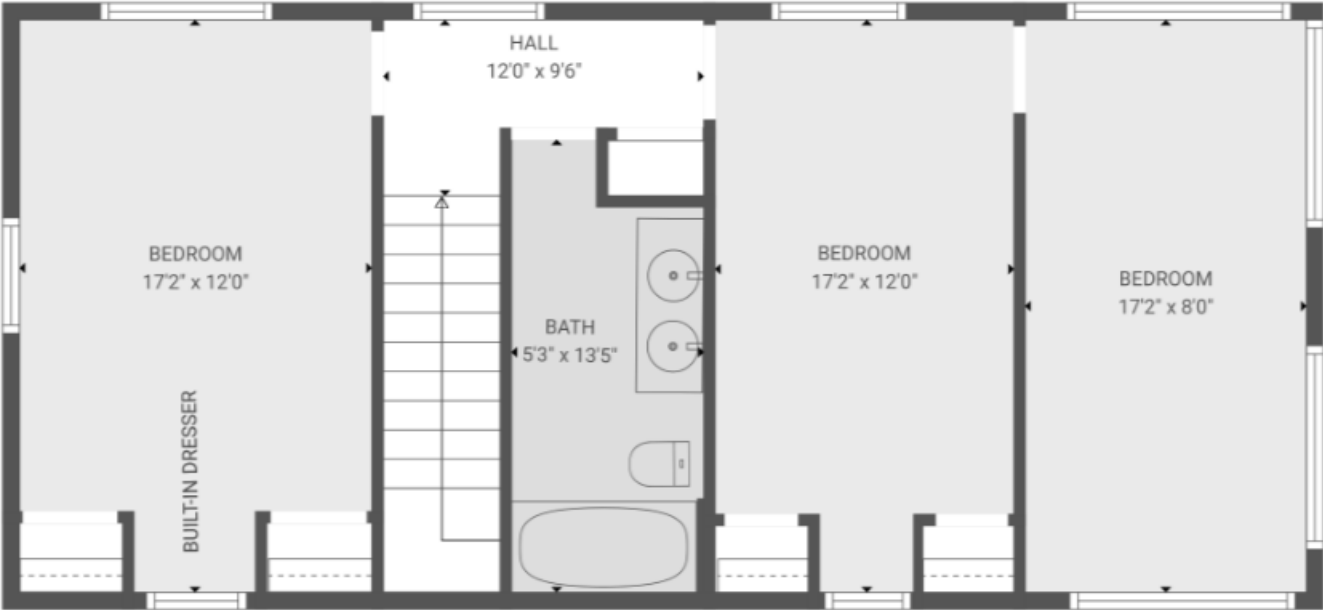
(Image is rotated due to length of property)



Main Floor Plan Continued



2nd Level Floor Plan





New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: nrpd@newrichlandmn.gov

Department Requests

Use of Force instructor certification (Officer DeRaad)

- 5 days for all three levels of UoF
 - Level 1- Arrest control tactics
 - Level 2- Officer survival tactics
 - Level 3- Counter measure training
- Cost is \$1,070 + lodging (approximately \$600.00)

SCDIU annual payment

- \$4,500.00 due end of March

5250 West 74th Street
Minneapolis, MN 55439-2226

Phone: 952-831-4340, ext. 171
Fax: 952-831-2357

WWG GOETSCH

ASSOCIATES, INC.

Quote

To: Shell	From: Dan Shimota 612-616-6741
Company: City of New Richland	Date: 2/10/26
Fax:	Pages: 1
Phone:	CC:
SUBJECT: Trickling filter ladder/ Manual bar screen	

Shell.

The price for a new Aluminum Ladder to go in your trickling Filter for access would be \$791.00 for the Ladder and \$2,640.00 in labor and miscellaneous fasteners for the removal of the old one and the install of the new one.

Price for a manual Bar screen to go in at your influent preliminary building that will be made out of Stainless Steel would be \$647.00 Labor and miscellaneous fasteners for the install of the unit would be \$1,650.00

It would take a few weeks to fabricate these as they are a special made piece for each application.

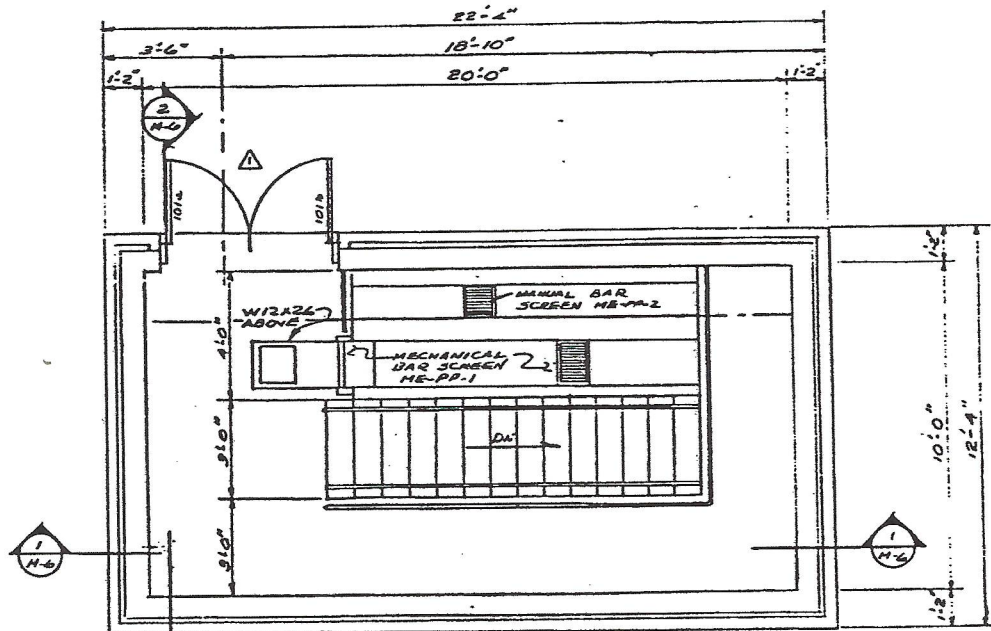
Price is good for 30 days

If you have any Questions please feel free to contact me on my cell phone 612*616*6741

Best Regards,

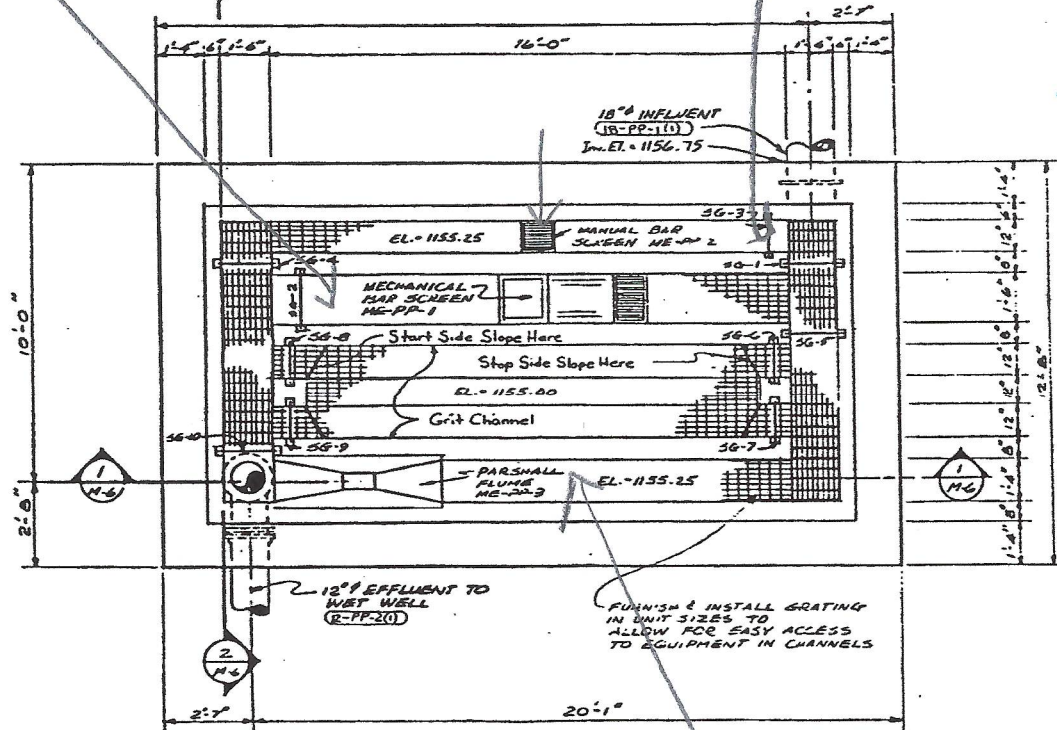
W.W. Goetsch Associates, Inc.

Dan Shimota



UPPER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

Can't remove slide gate



LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"

FURNISH & INSTALL GRATING IN UNIT SIZES TO ALLOW FOR EASY ACCESS TO EQUIPMENT IN CHANNELS

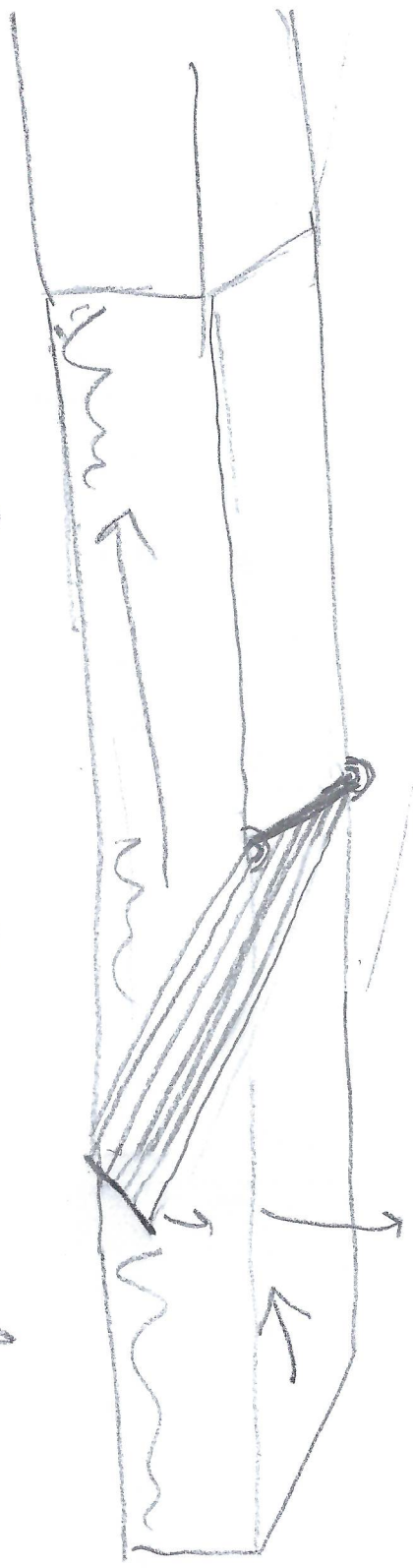
OR where would you see it go.

PLATE 3-4
PRETREATMENT BUILDING - PLAN VIEWS
WASTEWATER TREATMENT FACILITIES
NEW RICHLAND, MINNESOTA

Drew,
Would i Be able to install a garbage catcher - (Manual Bar Screen Basically)

on either of these areas marked on map.
Is this an okay deal.

This Bar Screen was put in when not so much garbage & debris was used. Now everybody Flashes everything. I need to save the Primary Clarifier and the pumps from the garbage - this garbage ends up in the Tertiary filter and beyond - the digester also & then to the fields.
Lift up to concrete
& pull garbage off.



Influent Channel.

Thomas Shell Johnson
City of New Richmond



203 N. Broadway Ave - PO Box 57
New Richland, Minnesota 56072
Tel (507) 465-3514 - Fax (507) 465-3375
www.newrichlandmn.gov

Memorandum

Date: 5 March 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Administrator Annual MCMA Conference

The annual MCMA Conference will be held April 29th – May 1st 2026 at Madden's on Gull Lake. The City Administrator has been advised by other administrators that this would be a very valuable opportunity to build resources by making connections with other administrators and the lectures/learning opportunities in the conference would benefit the city as well. Some of the topics of the conference include:

Thrive through connection

Creating a Workplace that Doesn't Suck

Breakout sessions (topics unknown currently)

The U.S. Economy: Tariffs, Trade, and Treasuries

Work-Life Balance

Burnsville Incident Management

Rest, Recharge, Repeat: How Sleep Fuels Leadership, Growth, and Renewal

These topics would benefit the City Administrator professionally and personally and provide ideas and insights that could be brought back and implemented to drive continued success for the organization.

The cost for the conference is \$425.00 for a first-time attendee, with food and lodging costing 408.02 if booked before April 3rd, 2026. The total cost would be \$833.02.

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk



203 N. Broadway Ave - PO Box 57
New Richland, Minnesota 56072
Tel (507) 465-3514 - Fax (507) 465-3375
www.newrichlandmn.gov

Tyler T Lendt

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

CITY OF NEW RICHLAND BITUMINOUS STREET IMPROVEMENTS 2026



W W BLACKTOPPING, INC.

700 INDUSTRIAL ROAD

MANKATO MN 56001

OFFICE 507-387-1518

FAX 507-387-2228

SUBMITTED TO: CITY OF NEW RICHLAND MN.
ATTENTION: ERIC HENDRICKSON
PROJECT: BITUMINOUS IMPROVEMENTS
BID DATE: FEBRUARY 18, 2026
BID TIME: 10:00 A..M.
AMENDED FEBRUARY 18, 2026 1:00 P.M.

CONTACT: CURTIS WADD 507-380-2961

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1ST STREET NW FROM ASH TO BIRCH					
10	2" BITUMINOUS MILLING (FULL WIDTH)	1,790.00	SY	5.30	9,487.00
20	2" TYPE SPWEB340B WEARING COURSE MIXTURE	1,790.00	SY	10.50	18,795.00
TOTAL 1ST STREET NW FROM ASH TO BIRCH					28,282.00
PATCH 1ST STREET SW & CEDAR					
30	BITUMINOUS PATCHING (2 EACH)	32.00	SY	60.00	1,920.00
TOTAL PATCH 1ST STREET SW & CEDAR					1,920.00
PATCH 1ST STREET SW					
40	BITUMINOUS PATCHING (1 EACH)	34.00	SY	60.00	2,040.00
TOTAL PATCH 1ST STREET SW					2,040.00
PATCH NORTH BROADWAY					
50	BITUMINOUS PATCHING (1 EACH)	22.00	SY	65.00	1,430.00
TOTAL PATCH NORTH BROADWAY					1,430.00
GRAND TOTAL					\$33,672.00

NOTES:

- 1.) NO BOND COST INCLUDED.
- 2.) BITUMINOUS MILLINGS ARE TO BE TEMPORARILY STOCKPILED AND LOADED OUT FOR BACK HAUL TO OUR PLANT AT MANKATO.



RESOLUTION 26-04

**A RESOLUTION APPROVING THE APPOINTMENT OF A COMMISSIONER TO
THE HOUSING AND REDEVELOPMENT AUTHORITY OF NEW RICHLAND,
MINNESOTA**

BE IT RESOVED by the City Council of the City of New Richland, Minnesota, that the appointment by the Mayor of New Richland, Minnesota, of Vicki Whiteside to serve as Commissioner of the Housing and Redevelopment Authority of New Richland, Minnesota, for a one-year term expiring on April 15, 2027, and the same is hereby approved.

The motion to adopt such a resolution was seconded by, and upon roll call, the following voted:

Motioned By:

Seconded By:

YEAS:

NAYS:

ABSENT:

**Adopted by the City Council of the City of New Richland, Minnesota,
this 12th, Day of January 2026.**

(Mayor)

Attest:

(City Administrator)



**CERTIFICATE OF CLERK
REFILING OF CERTIFICATE OF APPOINTMENT
OF HOUSING COMMISSIONERS**

I, HEREBY CERTIFY that on this 9th day of March, 2026 a Certificate of Appointment of Commissioner of the Housing and Redevelopment Authority of New Richland, Minnesota, was filed with the undersigned, said Certificate being dated on the 10th day of March, 2025, and signed by the Mayor of the City of New Richland, Minnesota and that the forgoing is a true and correct compared copy of the original Certificate of Appointment, which is now on file and of record in the office of the City Clerk of the City of New Richland, Minnesota.

WITNESS my hand and the official seal of the City of New Richland, Minnesota, the 9th day of March, 2025.

ATTEST:

(Tyler T Lendt, City Administrator)



**CERTIFICATE OF CLERK
REFILING OF CERTIFICATE OF APPOINTMENT
OF HOUSING COMMISSIONERS**

I, HEREBY CERTIFY that on this 9th day of March, 2026 a Certificate of Appointment of Commissioner of the Housing and Redevelopment Authority of New Richland, Minnesota, was filed with the undersigned, said Certificate being dated on the 10th day of March, 2025, and signed by the Mayor of the City of New Richland, Minnesota and that the forgoing is a true and correct compared copy of the original Certificate of Appointment, which is now on file and of record in the office of the City Clerk of the City of New Richland, Minnesota.

WITNESS my hand and the official seal of the City of New Richland, Minnesota, the 9th day of March, 2025.

ATTEST:

(Tyler T Lendt, City Administrator)



RESOLUTION 26-05

A RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of New Richland, Minnesota, is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of the City of New Richland and its citizens pursuant to Minnesota Statutes Section 471.17: and

WHEREAS, The following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Dale Bayerkohler	\$500

WHEREAS, All Such donations have been contributed

WHEREAS, The City Council finds that it is appropriate to accept the donations offered

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW RICHLAND, MINNESOTA, AS FOLLOWS:

Adopted by the City Council of New Richland, Minnesota, this 9th of March, 2026.

1. The donation described above is accepted and shall be used by the City of New Richland Fire Department Relief Association
2. The City Administrator is hereby directed to issue receipts to each donor acknowledging the City's Receipt of the donor's donation.

(Mayor)

Attest:

(City Administrator)



RESOLUTION 26-05

A RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of New Richland, Minnesota, is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of the City of New Richland and its citizens pursuant to Minnesota Statutes Section 471.17: and

WHEREAS, The following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Dale Bayerkohler	\$500

WHEREAS, All Such donations have been contributed

WHEREAS, The City Council finds that it is appropriate to accept the donations offered

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEW RICHLAND, MINNESOTA, AS FOLLOWS:

Adopted by the City Council of New Richland, Minnesota, this 9th of March, 2026.

1. The donation described above is accepted and shall be used for capital expenses for the City of New Richland Ambulance Department
2. The City Administrator is hereby directed to issue receipts to each donor acknowledging the City's Receipt of the donor's donation.

(Mayor)

Attest:

(City Administrator)

Ambulance Report March 2026

Crew: We received an application for an EMT that starts school in May for EMT. I would like to get approval for her to join pending background check. I would start her as a student and also a driver.

Training: We recently had monitor training and PEPP training which is pediatric emergency training. Most of the crew attended this, which was great. The monitor is now in the ambulance, and we are running calls with it.

Community Involvement: We recently had our Sweetheart Bingo and had a great turn out. We do plan on having more Bingo events in the coming months. Also planning our Farm and City days events.

Director: I was able to meet with the lady training us on the monitor and get things set up for training and get into the rig with Cha's help. I had a family emergency also during this time but still able to complete things.

Thank you

Sarah Sundve
New Richland Ambulance Director



NEW RICHLAND FIRE DEPARTMENT MONTHLY COUNCIL REPORT

Month: FEBRUARY Year:2026

Fire Calls: 0

Medical Calls: 0

Total Calls: 0

Training Completed During the Month:

Forcible Entry Calls

Additional Information:

Respectfully Submitted: Chad Neitzel, Fire Chief



New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: [nrpd@cityofnewrichlandmn.com](mailto:nrpdc@cityofnewrichlandmn.com)

Monthly Report

March 9th, 2026, Council Meeting

Activity/Calls for Service

The New Richland Police Department responded to 97 calls for service for the month of February.

Total Calls through February 2026: 181

Total Calls through February 2025: 228

(32 traffic stops, 1 ordinance violations, 2 animal complaints, 26 directed patrols/lock checks, 14 assist other agencies, 7 house watches)

Most calls requiring additional follow up have been completed. As always, we remind people to get in touch with us if they have any information regarding any incidents that have occurred in the City of New Richland or surrounding areas.

Items Completed in February

- Career Fair @ Mankato State University

Information

- N/A

Training & Education

- N/A

Personnel

- N/A



New Richland Police Department

PO Box 57 203 North Broadway New Richland, MN 56072
Phone: (507) 465-3240 Fax: (507) 463-3198 Email: [nrpd@cityofnewrichlandmn.com](mailto:nrpdcityofnewrichlandmn.com)

Purchases

- N/A

Squad Maintenance

- N/A

Equipment

- N/A

Upcoming Events / Important Items

- N/A

Respectfully Submitted,

Tanyce Bruegger, #261
Chief of Police

New Richland City Council

9 March 2026

New Richland Care Center

Operations:

February Average Census = 37.29 (Annual Average = 35.93) Current census = 37

Census numbers reveal:

Managed Care and Medicare A = 6.58 res per day

Medicaid = 23.96 res per day, 5 which are Hospice

Private = 6.5 res per day

Continue to review admissions with 1 to 2 per week, coinciding with 1 to 2 discharges per week.

Financial:

January Rev = \$445,004. Expenses = (\$467,375). Income from Operations = (\$22,371)

Staff increases in January and new staff, increased payroll average from \$74k to \$104K

Number of agency nurse aides is down, however continue to need evening and overnight nurses from agency.

We also have multiple residents that require little care which puts them on the lowest RUG level for minimal return.

Other

February, we had a wave of COVID go through the building. 9 Residents and 5 staff. Followed Covid protocol and were able to be mask free on 5 March.

Residents enjoyed fish from the Sportsman's Fish Fry.

City of New Richland WWTP

Peopleservice

Tuesday March 3rd, 2026

February 2026

- ✚ Straight River Electric- All items on the list were completed, excluding the preliminary heater, and the generator wiring.

- ✚ Quote from WW Goetsch for the ladder in the trickling filter and the temporary bar screen for the influent building.
- ✚ MN pump will be coming to inspect lift pumps at all 3 stations, the city should be receiving the yearly contract soon
- ✚ Note to Residents and Businesses:
 - Do not flush wipes, flushable wipes, grocery bags, Ziploc baggies, whole food, meat, meat scraps, grease, adult briefs, gloves, ice cream wrappers, condoms paint, stains, harsh cleaners, etc.
 - These items are getting stuck in the pumps and in the plant equipment.
 - The temporary Manual Bar screen for the quote will help with this issue but will not solve the problem.

With the spring rains coming:

- ✚ Downspouts, gutters are not to be hooked into the sanitary sewer system
- ✚ Sump pumps are not to be tied into the sanitary sewer system
- ✚ Check your gutters, downspouts, basement windows, basement walls for debris, cracks, low areas where water would come in. Be proactive
- ✚ If you see storm inlets not working on the street, call it in, and do not rake grass clipping, leaves, sticks, etc into the street which will plug up these drains.
- ✚ If you see sewer backing up, call it in. The rain comes fast and heavy and it sewers back up quickly. And if there are sewer emergency happening, that is not the time to start all the laundry, dishes, showering etc.

Thank you, Shell Johnson,

Peopleservice 1-507-993-7117

New Richland Wastewater treatment plant

City of New Richland

Water System Monthly Report

Month: March Year: 2026

I. Water System / Monthly Pumpage / Performance

Well No. 1

Total Monthly Pumpage	Gals/Month	0
Average Daily Pumpage	Gals/day	0
Maximum Daily Pumpage	Gals/day	0
Total monthly hours	Hrs./month	0
Well Efficiency (GPM)	Gals/min	0

Well No. 2

Total Monthly Pumpage	Gals/Month	
Average Daily Pumpage	Gals/day	
Maximum Daily Pumpage	Gals/day	
Total monthly hours	Hrs./month	
Well Efficiency (GPM)	Gals/min	250

Well No. 3

Total Monthly Pumpage	Gals/Month	1,838,000
Average Daily Pumpage	Gals/day	64,642
Maximum Daily Pumpage	Gals/day	262
Total monthly hours	Hrs./month	134
Well Efficiency (GPM)	Gals/min	250


Total Combined Monthly Pumpage	Gals/Month	1,838,000
Average Combined Daily Pumpage	Gals/day	64,642
Total Combined Monthly Hours	Hrs./month	134
Booster Pump 1 Monthly Hours	Hrs./month	113
Booster Pump 1 daily Avg. Hours	Hrs./day	4.0
Booster Pump 1 efficiency (GPM)	Gals/min.	250
Booster Pump 2 Monthly Hours	Hrs/month	
Booster Pump 2 Daily Avg. Hours	Hrs/day	
Booster Pump 2 efficiency (GPM)	Gals/min	250
Total Chlorine Consumption	Lbs./month	43.2
Average Chlorine daily Consumption	Lbs./day	1.54
Total Fluoride Consumption	Gals/month	.0
Average Fluoride daily Consumption	Gals/day	.0

	Drinking Water Protection Section P.O. Box 64975 St. Paul, Minnesota 55164-0975	Fluoridation Monthly Report (Population Less Than 3300)	PWSID#	Month & Year
---	---	--	--------	--------------

Name of Facility	Street	City
------------------	--------	------

Zip	Operator Contact Phone #	Water Source(s)
-----	--------------------------	-----------------

Fluoride Chemical Used:	Raw Water Fluoride Concentration		
Dilution (if applicable): %	Well #	mg/l	Well # mg/l

Operator Name(Print)	Signature 
----------------------	--

Date	Meter Reading (1000 gal.)	Pumpage (1000 gal.)	Amount of Solution or Compound Used Per Day (gal./lbs.)	Fluoridation Analysis	
				Tested Fluoride Concentration (mg/l)	Sampling Point on Distribution System
Week	1	2	3	4	5
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
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28					
29					
30					
31					

**INSTRUCTIONS FOR FILLING OUT THE
FLUORIDATION MONTHLY REPORT (Population Less Than 3300)**

**Column
Number**

- 1** **Weekly (at least) water meter reading in thousands of gallons.**

- 2** **Pumpage in thousands of gallons: current meter reading minus the previous meter reading.**

- 3** **The total number of gallons of fluoride solution used or the total pounds of fluoride compound used if you are using sodium silicofluoride.**

- 4** **Your tested fluoride concentration of the treated water. These tests are to be performed at least once each calendar week. Do not composite samples.**

- 5** **Sample location: the sample is to be taken on the distribution system and at different locations each time.**

NOTE: THE RAW WATER FLUORIDE CONCENTRATION SHOULD BE TESTED MONTHLY.

COMMENTS:

Option 1 - Mail the report to:

**Minnesota Department of Health
Community Water Supply Unit
P.O. Box 64975
St. Paul, MN 55164-0975**

Option 2 - Email the report (as an attached file) to: health.report-fluoride@state.mn.us

Additional fluoride forms can be found at Community Public Water Supply Forms (<https://www.health.state.mn.us/communities/environment/water/com/com.html>).

New Richland EDA Agenda

February EDA Specialist's Report

February Activity

- February EDA Meeting
- Discussion with Bob Johanssen w/New Richland Care Center
- Introduction with downtown businesses and most other primary businesses in New Richland
 - Research on funding for medical van services
 - Research on potential childcare facility
 - Reasearch on potential housing units
- Meeting with NRHEG Superintendent Mike Meihak
- Conversation with business owner about potential food truck funding options
- Conversations with engineer on feasibility study of Odd Fellows building
- Conversations with two business owners who are looking to retire
 - Setting groundwork for sales/succession of the businesses
- Conversation with business owner looking to update facility to accommodate another potential tenant

Training Attended in February**

- EV Infrastructure webinar - Feb 10
- Small Business Marketing webinar - Feb 10
- MN Tourism Conference virtually - Feb 11-12
- Meeting with former MN Rep re: hotels and community development - Feb 13
- Filling Storefronts Business Recruitment webinar - Feb 25
- Live Well at Home Grant webinar - Feb 26
- SMIF Loan Department meeting - Feb 27

**Training hours do not count against contract hours. All training is a benefit to communities served.

CITY OF NEW RICHLAND

***Check Reconciliation©
GENERAL CHECKING**

**10100 CASH
DECEMBER 2025**



Account Summary

Beginning Balance on 12/1/2025	\$1,795,003.09
+ Receipts/Deposits	\$837,983.10
- Payments (Checks and Withdrawals)	\$341,012.36
Ending Balance as of 12/31/2025	\$2,291,973.83

Cleared Statement	\$2,291,973.83
Difference	\$0.00

Cash Balance

Active 101-10100 GENERAL FUND	\$803,974.03
Active 201-10100 2010 FLOOD	\$0.00
Active 203-10100 RURAL FIRE FUND	\$172,060.27
Active 210-10100 ECONOMIC DEVELOPMENT AUTHORITY	\$81,421.79
Active 215-10100 ARPA Fund	\$0.00
Active 216-10100 2016 FLOOD	\$0.00
Active 305-10100 TIF 1 Debt Service	-\$39,583.56
Active 311-10100 G.O. DEBT SERVICE FUND	\$53.13
Active 314-10100 2014 G.O. IMPROVEMENT	\$197,289.89
Active 320-10100 2007 BROADWAY DEBT FUND	\$26,657.48
Active 401-10100 CAPITAL IMPROVEMENT REVOLVING	\$698,821.40
Active 405-10100 TIF DISTRICT 1	\$26,183.68
Active 411-10100 2014 STREET RECONSTRUCT	\$0.00
Active 412-10100 HISTORIC PRESERVATION COMMISSI	\$779.91
Active 425-10100 2025 STREET RECONSTRUCT	\$390,547.66
Active 601-10100 WATER UTILITY FUND	\$223,509.96
Active 602-10100 SEWER UTILITY FUND	-\$257,207.00
Active 603-10100 GARBAGE	-\$38,356.79
Active 606-10100 STORM SEWER UTILITY FUND	-\$3,991.35
Active 610-10100 CEDAR POINTE HOUSING	-\$55,823.58
Active 901-10100 GENERAL FIXED ASSETS	\$0.04
Cash Balance	\$2,226,336.96

Begining Balance	\$1,795,003.09
+ Total Deposits	\$842,723.31
- Checks Written	\$435,136.46
Check Book Balance	\$2,202,589.94
Difference	\$23,747.02

CITY OF NEW RICHLAND

*Check Reconciliation©

GENERAL CHECKING

10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	20250311E03	3/11/2025	(\$237.88)	-	(\$79.65)	(\$158.23)
Deposit	04-21-25\$2712.02	4/21/2025	(\$2,712.02)	-	(\$2,712.02)	-
Deposit	20250613A00	6/13/2025	\$0.00	-	-	-
Deposit	20250804E02	8/4/2025	(\$997.10)	-	(\$33.80)	(\$963.30)
Deposit	2025082000	8/20/2025	(\$3,877.70)	-	(\$200.00)	(\$3,677.70)
Deposit	20250901E01	9/1/2025	(\$176.40)	-	(\$176.40)	-
Deposit	20250902E00	9/2/2025	(\$574.08)	-	(\$574.08)	-
Deposit	20250908E00	9/8/2025	(\$621.89)	-	(\$621.89)	-
Deposit	20250912A00	9/12/2025	\$0.00	-	-	-
Deposit	102225-AMBULANCE	11/4/2025	(\$99.56)	-	(\$6.00)	(\$93.56)
Deposit	20251114A00	11/14/2025	\$0.00	-	-	-
Deposit	2025120100	12/1/2025	(\$4,338.70)	(\$4,338.70)	-	-
Deposit	20251201E01	12/1/2025	(\$189.45)	(\$189.45)	-	-
Deposit	20251201E02	12/1/2025	(\$150.00)	(\$150.00)	-	-
Deposit	20251201E03	12/1/2025	(\$173.02)	(\$173.02)	-	-
Deposit	20251201E04	12/1/2025	(\$140.00)	(\$140.00)	-	-
Deposit	20251201E05	12/1/2025	(\$128.70)	(\$128.70)	-	-
Deposit	20251201E06	12/1/2025	(\$444.07)	(\$444.07)	-	-
Deposit	20251202E00	12/2/2025	(\$537.86)	(\$537.86)	-	-
Deposit	20251202E01	12/2/2025	(\$299.02)	(\$299.02)	-	-
Deposit	20251203E00	12/3/2025	(\$594.90)	(\$594.90)	-	-
Deposit	20251203E01	12/3/2025	(\$416.46)	(\$416.46)	-	-
Deposit	20251204E00	12/5/2025	(\$1,037.47)	(\$1,037.47)	-	-
Deposit	20251204E01	12/5/2025	(\$847.60)	(\$847.60)	-	-
Deposit	20251205E00	12/5/2025	(\$907.77)	(\$907.77)	-	-
Deposit	20251205E01	12/5/2025	(\$866.39)	(\$866.39)	-	-
Deposit	2025120500	12/8/2025	(\$10,227.40)	(\$10,227.40)	-	-
Deposit	20251208E00	12/8/2025	(\$2,369.08)	(\$2,369.08)	-	-
Deposit	20251208E01	12/8/2025	(\$763.39)	(\$763.39)	-	-
Deposit	20251208E02	12/8/2025	(\$796.05)	(\$796.05)	-	-
Deposit	20251208E03	12/8/2025	(\$502.58)	(\$502.58)	-	-
Deposit	20251208E04	12/8/2025	(\$58.85)	(\$58.85)	-	-
Deposit	20251210E00	12/10/2025	(\$290.31)	(\$290.31)	-	-
Deposit	20251210E01	12/10/2025	(\$6,345.85)	(\$6,345.85)	-	-
Deposit	20251210E02	12/10/2025	(\$582.02)	(\$582.02)	-	-
Deposit	20251210E03	12/10/2025	(\$1,578.43)	(\$1,578.43)	-	-
Deposit	12-11-25\$9937.77	12/11/2025	(\$7,450.51)	(\$7,450.51)	-	-
Deposit	2025121100	12/11/2025	(\$8,738.03)	(\$8,738.03)	-	-
Deposit	2025121101	12/11/2025	(\$2,487.26)	(\$2,487.26)	-	-
Deposit	20251211E00	12/11/2025	(\$358.87)	(\$358.87)	-	-
Deposit	20251212E00	12/12/2025	(\$426.37)	(\$426.37)	-	-
Deposit	20251212E01	12/12/2025	(\$768.14)	(\$768.14)	-	-
Deposit	2025121500	12/15/2025	(\$504.71)	(\$504.71)	-	-
Deposit	20251215A00	12/15/2025	\$0.00	-	-	-
Deposit	20251215E00	12/15/2025	(\$226.17)	(\$226.17)	-	-
Deposit	20251215E01	12/15/2025	(\$322.21)	(\$322.21)	-	-
Deposit	20251215E02	12/15/2025	(\$115.40)	(\$115.40)	-	-
Deposit	20251217E00	12/17/2025	(\$175.27)	(\$175.27)	-	-
Deposit	20251217E01	12/17/2025	(\$215.10)	(\$215.10)	-	-

CITY OF NEW RICHLAND

*Check Reconciliation©

GENERAL CHECKING

10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	20251218E00	12/18/2025	(\$269.20)	(\$269.20)	-	-
Deposit	20251218E01	12/18/2025	(\$230.62)	(\$230.62)	-	-
Deposit	NOV 2025 TAX SETTLE	12/19/2025	(\$374,209.38)	(\$374,209.38)	-	-
Deposit	12-19-2025\$130334.08	12/19/2025	(\$130,334.08)	(\$130,334.08)	-	-
Deposit	20251219E00	12/19/2025	(\$472.91)	(\$472.91)	-	-
Deposit	20251219E01	12/19/2025	(\$610.78)	(\$610.78)	-	-
Deposit	20251222E00	12/22/2025	(\$427.32)	(\$427.32)	-	-
Deposit	20251222E01	12/22/2025	(\$103.72)	(\$103.72)	-	-
Deposit	20251222E02	12/22/2025	(\$100.00)	(\$100.00)	-	-
Deposit	20251222E03	12/22/2025	(\$80.32)	(\$80.32)	-	-
Deposit	2025122300	12/23/2025	(\$4,835.12)	(\$4,835.12)	-	-
Deposit	20251223E00	12/23/2025	(\$268.20)	(\$268.20)	-	-
Deposit	20251223E01	12/23/2025	(\$179.32)	(\$179.32)	-	-
Deposit	20251229E00	12/29/2025	(\$159.30)	(\$159.30)	-	-
Deposit	20251229E01	12/29/2025	(\$384.52)	(\$384.52)	-	-
Deposit	20251229E02	12/29/2025	(\$99.22)	(\$99.22)	-	-
Deposit	20251229E03	12/29/2025	(\$50.00)	(\$50.00)	-	-
Deposit	20251229E04	12/29/2025	(\$327.47)	(\$327.47)	-	-
Deposit	20251229E05	12/29/2025	(\$225.22)	(\$225.22)	-	-
Deposit	20251230E00	12/30/2025	(\$338.16)	(\$338.16)	-	-
Deposit	2025123100	12/31/2025	(\$4,719.29)	(\$4,719.29)	-	-
Deposit	20251231E00	12/31/2025	(\$336.37)	-	(\$336.37)	-
Deposit	12032025-AMBULANCE	1/9/2026	(\$568.15)	(\$568.15)	-	-
Deposit	121525-ZONINGPERMIT	1/9/2026	(\$100.00)	(\$100.00)	-	-
Deposit	121525-MIDCOPAYABLES	1/9/2026	(\$225.50)	(\$225.50)	-	-
Deposit	121625-ZONING	1/9/2026	(\$100.00)	(\$100.00)	-	-
Deposit	121025-STATEMMB	1/9/2026	(\$20.00)	(\$20.00)	-	-
Deposit	121725-STATEMMB	1/9/2026	(\$79.60)	(\$79.60)	-	-
Deposit	121725-AMBULANCE	1/9/2026	(\$1,057.37)	(\$1,057.37)	-	-
Deposit	12192025-RENTAL	1/9/2026	(\$125.00)	(\$125.00)	-	-
Deposit	122325-AMBULANCEPMT	1/9/2026	(\$144.75)	(\$144.75)	-	-
Deposit	123125-AMBULANCE	1/9/2026	(\$518.89)	(\$518.89)	-	-
Deposit	123125-INTEREST	1/9/2026	(\$81.25)	(\$81.25)	-	-
Deposit	122625-STATEMMB	1/9/2026	(\$259,128.12)	(\$259,128.12)	-	-
Deposit	121125-AMBULANCE	1/9/2026	(\$315.00)	(\$315.00)	-	-
Deposit	121725-NRAMBULANCE	1/9/2026	(\$547.59)	(\$547.59)	-	-
Deposit	122425-NRAMBULANCE	1/9/2026	(\$174.32)	(\$174.32)	-	-
004614E	ARROWWOOD RESORT	6/5/2023	\$170.56	-	\$170.56	-
005295E	NATIONWIDE	1/10/2024	\$100.00	-	\$100.00	-
004899E	WASECA HARDWARE	2/8/2024	\$41.64	-	\$41.64	-
004943E	WEX HEALTH INC	3/20/2024	\$11.00	-	\$11.00	-
005108E	WEX HEALTH INC	7/11/2024	\$8.25	-	\$8.25	-
005155E	ISOLVED	7/31/2024	\$0.00	-	-	-
005156E	PERA	7/31/2024	\$0.00	-	-	-
005194E	Hach Company	9/9/2024	\$755.20	-	\$755.20	-
005169E	WEX HEALTH INC	9/11/2024	\$8.25	-	\$8.25	-
005199E	AMPION	10/2/2024	(\$1,147.25)	-	(\$1,147.25)	-
005199E	AMPION	10/2/2024	\$1,147.25	-	\$1,147.25	-
005354E	ISOLVED	2/12/2025	\$0.00	-	-	-

CITY OF NEW RICHLAND

*Check Reconciliation©

GENERAL CHECKING

10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
005360E	INTERCONTINENTAL HOTEL ST. PAUL	2/13/2025	\$250.11	-	\$250.11	-
005361E	ISOLVED	2/26/2025	\$0.00	-	-	-
005444E	AMAZON.COM	4/18/2025	\$70.14	-	\$70.14	-
005538E	ALBERT LEA SEED	6/13/2025	\$58.00	-	\$58.00	-
005529E	POSTMASTER	6/20/2025	\$146.00	-	\$146.00	-
005609E	CALENDARWIZ, LLC	8/7/2025	\$99.00	-	\$99.00	-
005665E	STEELE-WASECA COOP ELECTRIC	9/5/2025	\$75.46	-	\$75.46	-
005730E	MINNESOTA REVENUE	12/2/2025	\$1,037.79	\$1,037.79	-	-
005728E	PERA	12/3/2025	\$2,705.05	\$2,705.05	-	-
005729E	ISOLVED	12/3/2025	\$17,826.85	\$17,826.85	-	-
005816E	ISOLVED	12/3/2025	\$266.96	\$266.96	-	-
005808E	STATE BANK OF NEW RICHLAND	12/4/2025	\$189.45	\$189.45	-	-
005771E	CARHARTT	12/5/2025	\$116.74	\$116.74	-	-
005772E	STEELE-WASECA COOP ELECTRIC	12/5/2025	\$70.23	\$70.23	-	-
005773E	XCEL ENERGY	12/5/2025	\$1,367.27	\$1,367.27	-	-
005774E	AMAZON.COM	12/8/2025	\$59.97	\$59.97	-	-
005775E	AMAZON.COM	12/8/2025	\$89.61	\$89.61	-	-
005776E	HEALTH EQUITY	12/8/2025	\$2.00	\$2.00	-	-
005760E	ISOLVED	12/10/2025	\$5,780.91	\$5,780.91	-	-
005761E	NATIONWIDE	12/10/2025	\$100.00	\$100.00	-	-
005762E	MINNESOTA REVENUE	12/10/2025	\$723.00	\$723.00	-	-
005777E	AMPION	12/11/2025	\$848.37	\$848.37	-	-
005778E	HOME DEPOT	12/12/2025	\$84.93	\$84.93	-	-
005779E	MIDCO	12/12/2025	\$183.53	\$183.53	-	-
005780E	Pro-Vision USA	12/15/2025	\$102.00	\$102.00	-	-
005781E	COMPANION LIFE INSURANCE	12/15/2025	\$429.38	\$429.38	-	-
005782E	AMAZON.COM	12/16/2025	\$24.97	\$24.97	-	-
005763E	ISOLVED	12/17/2025	\$16,911.56	\$16,911.56	-	-
005764E	PERA	12/17/2025	\$2,702.39	\$2,702.39	-	-
005783E	ADOBE	12/17/2025	\$59.88	\$59.88	-	-
005784E	ADOBE	12/17/2025	\$257.57	\$257.57	-	-
005785E	POSTMASTER	12/17/2025	\$388.50	\$388.50	-	-
005786E	MIDCO	12/17/2025	\$4.62	\$4.62	-	-
005809E	MIDCO	12/17/2025	\$4.60	\$4.60	-	-
005817E	ISOLVED	12/17/2025	\$266.95	\$266.95	-	-
005787E	MN ENERGY RESOURCES CORP	12/18/2025	\$22.48	\$22.48	-	-
005788E	MN ENERGY RESOURCES CORP	12/18/2025	\$146.45	\$146.45	-	-
005789E	MN ENERGY RESOURCES CORP	12/18/2025	\$83.79	\$83.79	-	-
005790E	MN ENERGY RESOURCES CORP	12/18/2025	\$181.78	\$181.78	-	-
005791E	MN ENERGY RESOURCES CORP	12/18/2025	\$260.26	\$260.26	-	-
005792E	MN ENERGY RESOURCES CORP	12/18/2025	\$119.10	\$119.10	-	-
005793E	MN ENERGY RESOURCES CORP	12/18/2025	\$132.66	\$132.66	-	-
005794E	HOME DEPOT	12/18/2025	\$96.01	\$96.01	-	-
005795E	BOMGAARS	12/19/2025	\$33.48	\$33.48	-	-
005796E	Consolidated Communications	12/19/2025	\$61.59	\$61.59	-	-
005797E	ASSURITY	12/19/2025	\$511.20	\$511.20	-	-
005798E	AMAZON.COM	12/22/2025	\$33.95	\$33.95	-	-
005799E	TRIZETTO PROVIDER SOLUTIONS	12/22/2025	\$46.00	\$46.00	-	-
005800E	U.S. BANK EQUIPMENT FINANCE	12/26/2025	\$165.00	\$165.00	-	-

CITY OF NEW RICHLAND

*Check Reconciliation©

GENERAL CHECKING

10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
005801E	VERIZON WIRELESS	12/26/2025	\$377.10	\$377.10	-	-
005802E	AMAZON.COM	12/30/2025	\$9.99	\$9.99	-	-
005767E	PERA	12/31/2025	\$2,678.93	\$2,678.93	-	-
005768E	ISOLVED	12/31/2025	\$17,349.40	\$17,349.40	-	-
005769E	ISOLVED	12/31/2025	\$3,084.26	\$3,084.26	-	-
005803E	POSITIVE PROMOTIONS	12/31/2025	\$998.76	\$998.76	-	-
005804E	PAYA SERVICES	12/31/2025	\$7.00	\$7.00	-	-
005805E	STATE BANK OF NEW RICHLAND	12/31/2025	\$1.00	\$1.00	-	-
005806E	CENTRAL FARM SERVICE	12/31/2025	\$918.51	\$918.51	-	-
005807E	CENTRAL FARM SERVICE	12/31/2025	\$1,079.02	\$1,079.02	-	-
005818E	ISOLVED	12/31/2025	\$266.96	\$266.96	-	-
027830	WHITESIDE, MACY	7/21/2022	\$35.00	-	\$35.00	-
027843	MAAS, ANNA	7/28/2022	\$35.00	-	\$35.00	-
027859	WARKE, KELLY	7/28/2022	\$35.00	-	\$35.00	-
027891	ADAMS, CARA	8/10/2022	\$185.00	-	\$185.00	-
028104	GEHRKE, RYAN	11/23/2022	\$28.75	-	\$28.75	-
028173	NCPERS GROUP LIFE INSURANCE	12/22/2023	\$16.00	-	\$16.00	-
028741	GOPHER STATE ONE-CALL, INC.	9/7/2023	(\$21.60)	-	(\$21.60)	-
029046	BORN WELL DRILLING	1/31/2024	(\$2,781.00)	-	(\$2,781.00)	-
029405	EMERGENCY AUTOMOTIVE TECH. INC	4/30/2024	\$0.00	-	-	-
029478	DAYNA SCHEMBER	8/1/2024	\$37.00	-	\$37.00	-
029624	MN VALLEY ACTION COUNCIL	10/22/2024	\$0.00	-	-	-
029723	MID-AMERICA BACKFLOW PREVENTE	12/18/2024	\$220.00	-	\$220.00	-
029781	MINNESOTA REVENUE	1/8/2025	\$0.00	-	-	-
029815	UPS	1/27/2025	\$24.72	-	\$24.72	-
029851	U.S. BANK EQUIPMENT FINANCE	2/10/2025	\$165.00	-	\$165.00	-
030034	AMY NELSON	5/22/2025	\$39.00	\$39.00	-	-
030037	BETSY BARTNESS	5/22/2025	\$39.00	-	\$39.00	-
030199	ISOLVED	8/11/2025	\$0.00	-	-	-
030312	MHSC/ADVANCED DRIVING FACILITY	10/24/2025	\$535.00	\$535.00	-	-
030329	MADISON ENERGY INVESTMENTS	11/10/2025	\$8.43	\$8.43	-	-
030336	AIRGAS USA, LLC	11/23/2025	\$418.81	\$418.81	-	-
030337	ARNOLDS OF MANKATO	11/23/2025	\$7.60	\$7.60	-	-
030338	BUDACH IMPLEMENT	11/23/2025	\$85.10	\$85.10	-	-
030339	GOPHER STATE ONE-CALL, INC.	11/23/2025	\$18.90	\$18.90	-	-
030340	HAWKINS WATER TREATMENT GROU	11/23/2025	\$821.73	\$821.73	-	-
030341	JIM & DUDES PLMG AND HTG	11/23/2025	\$390.00	\$390.00	-	-
030342	MVTL LABORATORIES	11/23/2025	\$42.30	\$42.30	-	-
030343	RENT N SAVE PORTABLE SERVICES	11/23/2025	\$615.00	\$615.00	-	-
030344	USABLE LIFE	11/23/2025	\$15.50	\$15.50	-	-
030345	XCEL ENERGY SOLUTION	11/23/2025	\$5,042.73	\$5,042.73	-	-
030347	ALADTEC, INC	12/8/2025	\$1,953.00	\$1,953.00	-	-
030348	BANYON DATA SYSTEMS, INC	12/8/2025	\$590.00	\$590.00	-	-
030349	BLUE CROSS/BLUE SHIELD	12/8/2025	\$1,341.56	\$1,341.56	-	-
030350	BOHLEN PLBG, HTG & A/C	12/8/2025	\$200.00	\$200.00	-	-
030351	BOLTON & MENK	12/8/2025	\$31,739.00	\$31,739.00	-	-
030352	CHRISTIAN, KEOGH, MORAN & KING	12/8/2025	\$870.00	\$870.00	-	-
030353	DEPT. OF HUMAN SERVICES	12/8/2025	\$5,094.08	\$5,094.08	-	-
030354	ECOLAB PEST ELIMINATION	12/8/2025	\$137.82	\$137.82	-	-

CITY OF NEW RICHLAND

*Check Reconciliation©

GENERAL CHECKING

10100 CASH

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
030355	EMS MANAGEMENT & CONSULTANTS	12/8/2025	\$150.00	\$150.00	-	-
030356	HANSEN, CAROL	12/8/2025	\$25.10	\$25.10	-	-
030357	HILLS GARDENS, INC	12/8/2025	\$239.42	\$239.42	-	-
030358	Houston Engineering, Inc	12/8/2025	\$17,244.25	\$17,244.25	-	-
030359	JJD COMPANIES, LLC	12/8/2025	\$134,396.47	\$134,396.47	-	-
030360	JOBS PLUS INC	12/8/2025	\$142.37	\$142.37	-	-
030361	L & D AG SERVICE	12/8/2025	\$21.00	\$21.00	-	-
030362	LAW ENFORCEMENT LABOR SERVICE	12/8/2025	\$73.00	\$73.00	-	-
030363	MN DEPT. OF HEALTH	12/8/2025	\$1,280.00	\$1,280.00	-	-
030364	NCPERS GROUP LIFE INSURANCE	12/8/2025	\$16.00	\$16.00	-	-
030365	NEW RICHLAND AUTO REPAIR	12/8/2025	\$151.94	\$151.94	-	-
030366	NR FARM &HOME SUPPLY	12/8/2025	\$57.96	\$57.96	-	-
030367	PEOPLES SERVICE, INC.	12/8/2025	\$14,172.00	\$14,172.00	-	-
030368	RICHLAND DIESEL, LLC	12/8/2025	\$1,484.64	\$1,484.64	-	-
030369	STREICHER S	12/8/2025	\$153.98	\$153.98	-	-
030370	TERI KORMANN	12/8/2025	\$29.59	\$29.59	-	-
030371	THOMPSON SANITATION, INC	12/8/2025	\$11,033.75	\$11,033.75	-	-
030372	UTILITY SERVICE CO INC	12/8/2025	\$1,698.68	\$1,698.68	-	-
030374	AIRGAS USA, LLC	12/17/2025	\$592.50	\$592.50	-	-
030375	BOUND TREE MEDICAL , LLC	12/17/2025	\$298.74	\$298.74	-	-
030376	DG MINNESOTA CS 2021, LLC	12/17/2025	\$44.16	\$44.16	-	-
030377	GOPHER STATE ONE-CALL, INC.	12/17/2025	\$14.85	\$14.85	-	-
030378	HAWKINS WATER TREATMENT GROU	12/17/2025	\$36.50	\$36.50	-	-
030379	MADISON ENERGY INVESTMENTS	12/17/2025	\$7.07	-	\$7.07	-
030380	METRO SALES INC	12/17/2025	\$68.73	\$68.73	-	-
030381	MOTOROLA SOLUTIONS	12/17/2025	\$25,606.76	\$25,606.76	-	-
030382	USA BLUE BOOK	12/17/2025	\$744.65	\$744.65	-	-
030383	XCEL ENERGY SOLUTION	12/17/2025	\$4,250.88	-	\$4,250.88	-
030384	BROOKS SAFETY EQUIPMENT	12/31/2025	\$507.53	-	\$507.53	-
030385	CHRISTIAN, KEOGH, MORAN & KING	12/31/2025	\$180.00	-	\$180.00	-
030386	FERNO-WASHINGTON, INC.	12/31/2025	\$55,660.90	-	\$55,660.90	-
030387	JOBS PLUS INC	12/31/2025	\$142.37	-	\$142.37	-
030388	MASTER MEDICAL EQUIPMENT	12/31/2025	\$20,169.58	-	\$20,169.58	-
030389	THOMPSON SANITATION, INC	12/31/2025	\$11,033.75	-	\$11,033.75	-
030390	UTILITY SERVICE CO INC	12/31/2025	\$1,698.68	-	\$1,698.68	-
030391	WAGNER FOODS	12/31/2025	\$36.29	-	\$36.29	-
030392	WASECA HARDWARE	12/31/2025	\$625.57	-	\$625.57	-
Receipts/Deposits			(\$847,616.10)	(\$837,983.10)	(\$4,740.21)	(\$4,892.79)
Payments/Withdrawals			\$94,124.10	\$341,012.36	\$94,124.10	\$0.00
				Total Deposits		(\$842,723.31)
				Total Checks Written		\$435,136.46
				(Outstanding + Cleared		

*Next month items not included in Total Deposits & Checks Written



203 N. Broadway Ave - PO Box 57
New Richland, Minnesota 56072
Tel (507) 465-3514 - Fax (507) 465-3375
www.newrichlandmn.gov

Planning & Zoning Commission

February 23rd, 2025

Staff Report

The New Richland Planning and Zoning Commission met on Monday, February 23rd, 2025, at 5:30 pm in the New Richland City Council chambers. The following members were in attendance:

Jason Casey, Council Member, Chair

Rick Rottman, Member

John Hulloper, Member

Tyler T Lendt, City Administrator, Ex-Officio

The following member(s) were not in attendance:

Wayne Billing, Member

The members discussed the following agenda item:

1. Petition to rezone two parcels – Mike and Jessica Nash
 - a. 213 N Broadway Ave and adjacent city-owned parcel east of 213 N Broadway Ave

Properties Described as:

Lots 5, 6, and 7, Block 4 Original Plat of the City of New Richland, Waseca County, Minnesota

Property Description of city-owned property unavailable

The Planning and Zoning Commission received a petition from Mike and Jessica Nash to rezone 213 N Broadway Ave and the adjacent city-owned parcel east of 213 N Broadway Ave. The motivation is to sell it to an HVAC company that would like to purchase the property and add a storage addition, either fenced or a building.

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk



203 N. Broadway Ave - PO Box 57
New Richland, Minnesota 56072
Tel (507) 465-3514 - Fax (507) 465-3375
www.newrichlandmn.gov

The following discussion items were addressed during the Planning and Zoning meeting.

1. The planning and zoning commission instructed the city administrator to investigate whether there is already an easement on the city-owned property that would allow it to be used as an alley. The city administrator was unable to find conclusive evidence either way but believes that, should the new property owner require an easement to fully utilize the property, it should be up to them to secure it.
2. The planning and zoning commission instructed the city administrator to contact the owner of the adjacent property to determine if he had any objection to an easement on the city-owned property. The property owner stated that as long as the easement wouldn't have frequent, heavy traffic, he had no objection.
3. The city attorney has no objection to this action.

The City Attorney has not been contacted regarding this petition.

Upon review of the New Richland Planning and Zoning Commission, the members recommend that the New Richland City Council **APPROVE the Petition to Rezone filed by Mike and Jessica Nash**

Respectfully submitted,

Tyler T Lendt, City Administrator

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

Mike and Jessica Nash
[11193 SW 102nd Ave.](#)
[New Richland, MN 56072](#)
SRViper909@gmail.com
507-456-0264

February 1, 2026

City of New Richland
City Council
[203 Broadway Ave. N](#)
PO Box 57
New Richland, MN 56072

Dear Members of the New Richland City Council — Janda Ferguson, Jody Wynnemer, Jason Casey, Josh Warke, and Matt Economy,

We are writing to formally request the rezoning of our property located at 213 Broadway Ave. North, currently zoned C2, to C1. We are also asking for the city alley property (currently zoned residential) to the rear also to be rezoned to allow for onsite parking on the property without the 30-foot setback and potential building addition on the property. We believe this change would better suit the location and allow for expanded commercial opportunities, such as broader retail or service-based uses.

The property's location along the Highway 13/30 corridor makes it well-suited for more flexible commercial activity, and the proposed rezoning aligns with the area's ongoing development patterns and the City's broader economic goals.

Supporting Reasons for This Request

Compatibility: The property is adjacent to existing commercial areas, and rezoning to C1 would promote cohesive and consistent commercial growth along Broadway Avenue.

Community and Economic Benefits: The change could help increase the local tax base, create employment opportunities, and encourage reinvestment in land that is currently underutilized.

Limited Impact: We anticipate minimal effects on traffic or neighborhood character. Any future development would fully comply with City standards related to access, parking, lighting, signage, and property maintenance.

Consistency with City Planning Goals: This request supports responsible commercial growth and long-term revenue stability for the community.

We are prepared to submit a formal rezoning application. Please advise us on the next steps in the review and hearing process.

Thank you for your time and consideration. We appreciate your service to the community and are happy to meet or provide additional information as needed.

Sincerely,

Mike and Jessica Nash
909 Motorsports
[213 Broadway Ave. North](#)
[New Richland, MN 56072](#)
507-456-0264

CC: City Clerk/Administrator

Rezoning Request - 213 Broadway Ave N, New Richland, MN

From North Shore Plumbing & Heating <JP@northshorephac.com>

Date Mon 2/2/2026 11:49 AM

To Tyler Lendt <tlendt@newrichlandmn.gov>; Heather Christensen <hchristensen@newrichlandmn.gov>; Kerry Much <kerry@owatonna realestate.com>; North Shore Plumbing & Heating <JP@northshorephac.com>

Dear Council,

First, I would like to introduce myself. I am Justin Greeley owner of Greeley Properties, LLC and North Shore Plumbing Heating AC. I have worked as a plumbing, heating, and air conditioning professional for the past 30+ years. I previously owned and operated Greeley Plumbing & Heating AC for 20 years with 20+ employees doing aprx \$5M in sales in Glenwood, Alexandria and Morris, Mn. In 2022, I was approached by my competitor, Ellingson Plumbing & Heating, a 100+ man shop and decided to accept their offer to purchase my business. Since then, my wife, Pamela and I had been serving the communicates of Grand Marais & Lutsen, Mn operating North Shore Plumbing Heating AC.

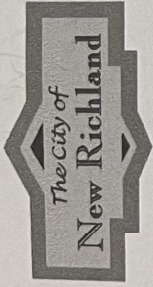
In our search to relocate to be closer to our families we revisited the Owatonna area since Pamela was employed by Federated Insurance in the 1990's. We feel we would be a good fit to bring an experienced plumbing and hvac company to the area. We currently have a Purchase Agreement to purchase the property at 213 Broadway Ave N, New Richland, MN.

In our due diligence on the property we learned that the city alley property to the rear is currently zoned residential and limits off street parking and any future building expansion due to the 30 foot setback requirement. Therefore, we are in support of the rezoning of the (2) properties to C1. We would appreciate your consierdation and approval of the current owners, Mike & Jessica Nash for rezoning.

We look forward to being a part of the New Richland & Waseca communities with the opening of our shop in April 2026.

Justin & Pamela Greeley
North Shore Plumbing Heating AC
PO Box 402
Grand Marais Mn 55604
218-370-9669

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



City of New Richland Zoning Permit/Application

Permit # _____
Date Received _____
Received by _____

Project Address 213 Broadway Ave N, New Richland Mn
Property Owner *Greeley Properties, LLC Phone 218-370-9669
Address (if different than above) 24075 CR 24, Glenwood, Mn 56334 c/o Justin Greeley
Contractor JK Ruth Contracting Phone 507-383-7892

Proposed Project

- Fence (under 7 feet)
- Retaining Wall under 4 ft
- Accessory Structure (120 sq ft or less)
- Other 48 x 60 Addition

Please describe your project; please include a drawing of a site plan on separate sheet or reverse side:

Intended Use as a Plumbing Heating & Contractor. May have outdoor storage of enclosed trailers, company vehicles/equipment.

Setbacks: Right 16' Left 16' Front 12' Rear 14'

Estimated Value of Job \$100,000

Lot Size/Dimensions 80 x 125
Existing Structure Area Sq Footage 1600

*Purchase Agreement is contingent on approval by City of intended use.

This permit becomes null and void if work or construction authorized is not commences within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Name (please print) Justin Greeley Phone 218-370-9669
Address 24075 CR 24 City/State/Zip Glenwood, Mn 56334

Signature [Signature] Date 1/19/26

CITY USE ONLY

Zoning District _____
Setbacks Required: Right _____
Left _____
Front _____
Rear _____

PERMIT FEE: \$ _____

Subject to the following conditions _____

Reviewed by _____ Date _____

Site Plan for

213 Broadway Ave N
New Richland, Mn

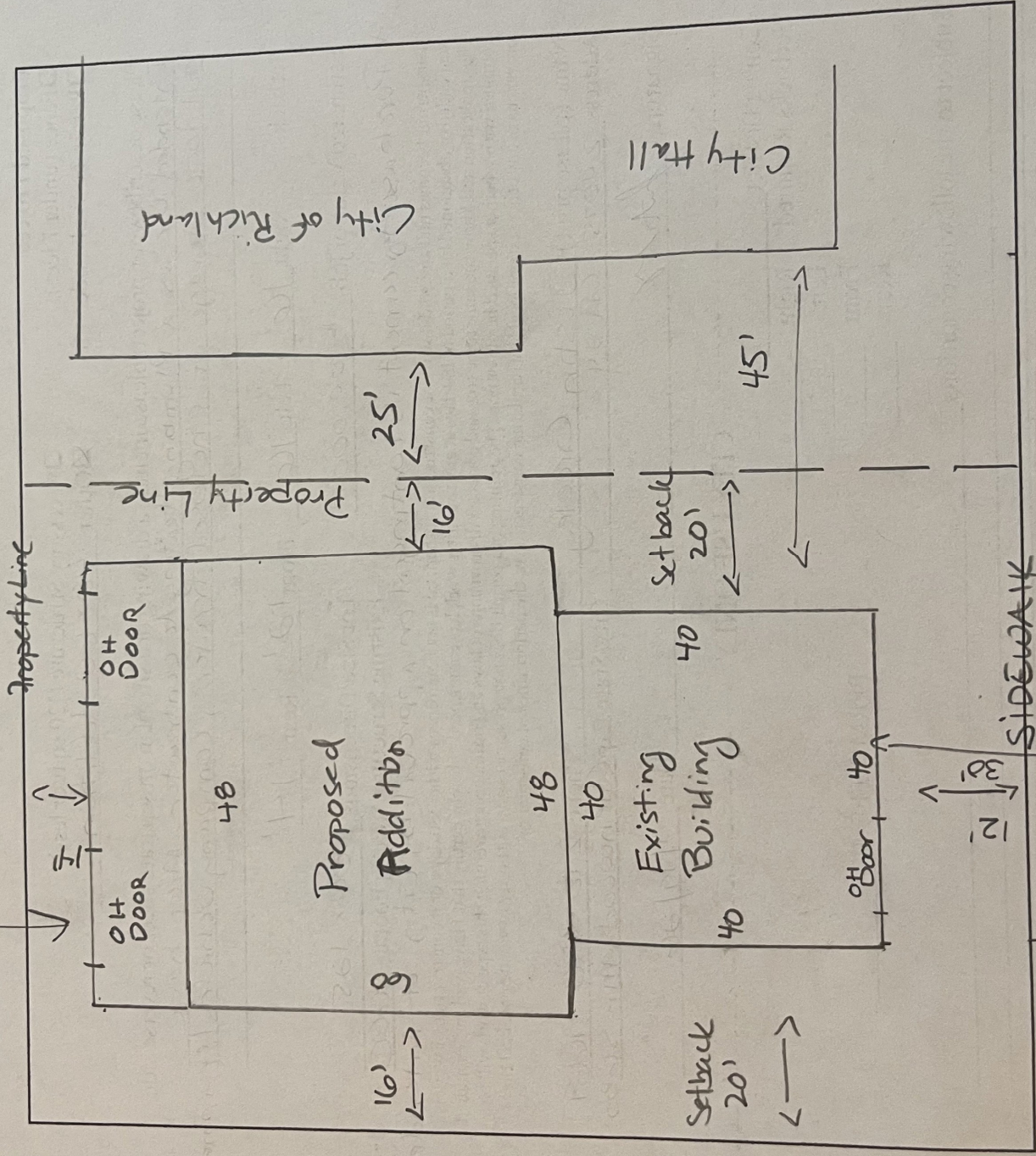
Address

Old Railroad

A Site Plan is a picture of current structures on your lot, along with proposed improvements, showing distances from your property lines.

You must show **EXACT** measurements from structure to **your property line**. (The curb is not necessarily your property line, in most cases there is an area designated for City Boulevard.)

Zoning Ordinance setback requirements are: Rear and side = 6 feet, Front = 20 feet. Fences must be 2' from property lines.



Broadway Ave Street



203 N. Broadway Ave - PO Box 57
New Richland, Minnesota 56072
Tel (507) 465-3514 - Fax (507) 465-3375
www.newrichlandmn.gov

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning and Zoning Commission of the City of New Richland, Minnesota, will hold a public hearing on:

Date: February 23, 2026

Time: 5:30 P.M.

Location: New Richland City Hall Council Chambers, 203 N Broadway Ave, New Richland, MN 56072

Purpose of Hearing:

To consider a request for **rezoning** of the following described property:

Property Address: 213 N Broadway Ave, New Richland, MN 56072, and the city-owned parcel of land behind said property, running along the railroad tracks.

Parcel Number(s): 151000300 + 151000260

Current Zoning: C2 (151000300) + R1 (151000260)

Proposed Zoning: C1

Legal Description:

Available at City Hall

Applicant: Michael and Jessica Nash

All interested persons are invited to attend and be heard. Written comments may be submitted prior to the hearing to:

City Administrator, Tyler T Lendt, at New Richland City Hall

Additional Information:

A copy of the application and supporting documents are available for public inspection at City Hall during regular business hours.

Dated this February 11, 2026

Tyler T Lendt

City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

Tyler T Lendt
City Administrator

Memorandum

Date: 5 March 2026

From: Tyler T Lendt, City Administrator

To: New Richland City Council

Subject: Radio Link Contract

The City Administrator and City Attorney have reviewed the contract submitted by Radio Link Internet and concluded that it should not be accepted in its current form.

A summary of the reasons is as follows:

1. Most cities are moving away from having non-governmental entities on their water towers, citing security, maintenance, payment, and coordination reasons.
2. The offered price of \$2,000.00 per year for Radio Link to occupy the City of New Richland water tower is inadequate.
 - a. Verizon is compensating Eagle Lake (pop. ~3,400) with \$1724.00 per month to have their equipment on Eagle Lake's tower.
 - b. Verizon is compensating Elysian (pop. ~700) with \$2,420.00 per month to have its equipment on Elysian's tower.
 - c. Verizon is compensating Madison Lake (pop. ~1,250) with \$6,864 per year to have its equipment on Madison Lake's tower.
 - d. The City of Le Center (pop. ~2,500) has contracts with AT&T (\$1,906.24/mo) and T-Mobile (\$1,692.23/mo) to have their equipment on Le Center's tower.
*While all these instances are with a major communications provider, it should demonstrate that the offer from Radio Link Internet is extremely low.
3. The city of New Richland has been providing electricity to Radio Link Internet within the tower for the duration of the existing expired contract, and the new contract continues this.
4. The people of New Richland have many options to receive home internet. Within New Richland, Midco operates Cable Internet that can reach every home, and most mobile telephone companies offer "hot-spots." Additionally, Fidium home internet will be coming to New Richland soon. All these options are approximately comparable in price.



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Tyler T Lendt

Tyler T Lendt
City Administrator

Janda Ferguson
Mayor

Heather Christensen
Deputy Clerk

TOWER OCCUPANCY AGREEMENT

THIS TOWER OCCUPANCY LICENSE AGREEMENT (“Agreement”), entered into on this ____ day of _____ 2026, by and between the City of New Richland (“Lessor”) and Radio Link Internet, located at 8162 SW 81st St., Ellendale, MN 56026 (“Lessee”), sometimes referred to collectively as the Parties or individually as a “Party”.

WHEREAS, the Lessee proposes to furnish communications services—specifically wireless internet service—and desires to place and maintain aerial antennas, cables, wires, and other equipment (“Equipment”).

WHEREAS, the Lessee owns an elevated water-storage tower structure located within the city limits.

WHEREAS, Lessor is willing to permit, subject to the terms and conditions set forth herein, attachment of the Lessee’s equipment to certain Lessor-owned water tower, “Tower”.

WHEREAS, Lessee will pay the sum of **\$2,000.00 per year**, payable on the commencement date, for the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. DEFINITIONS

The following definitions shall apply generally to the provisions of this Use Agreement:

1. **Radio Link Internet**, a company organized and existing under the laws of the State of Minnesota (“Lessee”).
2. **City of New Richland** (“Lessor”).
3. **Commencement Date** – the date the Lessee begins placement of its equipment.
4. **Demised Premises** – “Tower”.

5. **Equipment** – Lessee’s aerial antennas, cables, wires, and other equipment to be placed on and at the base of the Tower.
6. **Facilities** – Tower and electrical outlets.
7. **Installation Date** - The date that the first antenna is installed by Lessee pursuant to this Use Agreement.
8. **Laws** - Any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Lessor or other governmental agency having joint or several jurisdiction over the Parties or the subject matter of this Use Agreement, in effect either as of the Effective Date or at any time during the presence of Lessee’s equipment on Lessor facilities.
9. **Customer** - A person or entity that is receiving service directly (last hop) from the Lessor Tower and is paying money to Lessee for the service.
10. **Person** - An individual, corporation, limited company, general or limited partnership, sole proprietorship, joint venture, business trust, or any other form of business entity or association.
11. **Provision** - Any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in this Use Agreement that defines or otherwise controls, establishes, or limits the performance required or permitted by any Party. All Provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
12. **Work** - Any design, construction, installation, testing, operation, maintenance, repairs, replacement, or alterations undertaken by Lessee on the Demised Premises.

2. SCOPE OF AGREEMENT

1. Recitals Incorporated

The recitals set forth above are substantive and are incorporated herein by reference as though fully set forth.

2. Rights of Parties; No Interference from Equipment Not Now on Site

The Lessee's rights and privileges shall be subject to the rights and privileges of others to whom Lessor has previously conferred contractual rights or occupancy privileges. Rights granted to any party after the Lessee's occupancy shall be subject to the Lessee's rights set forth in this Agreement. Any rights not expressly granted to the Lessee are reserved to the Lessor.

3. Authorization

Subject to the provisions of this Agreement, Lessor grants to the Lessee, and the Lessee accepts from Lessor, a license to occupy, place, operate, maintain, remove, reattach, reinstall, relocate, and replace its equipment on and within Lessor facilities (i.e., the Tower area).

Lessor reserves the right to continue using the Tower for its intended purpose. Specifically, Lessee may:

- Use space on the Tower to mount antenna(s) and related equipment.
- Install a locker that houses power-supply equipment, subject to Lessor's approval.
- Install antenna arrays on the Tower.
- Access the antenna(s) and equipment locker 24 hours a day.

No use of Lessor facilities, however extensive, or payment of fees under this Agreement shall create or vest any ownership rights in the Tower for the Lessee. The Lessee's rights remain

those of a licensee. In addition, Lessee may draw electricity from Lessor for equipment operation, subject to Lessor's governing ordinances and all other provisions of this Agreement.

4. Facility Removal

Upon termination of this Agreement in its entirety, for any reason, the Lessee, at Lessor's request, shall remove, at the Lessee's expense, the appropriate portion of its equipment from Lessor facilities. The maximum time limit for the Lessee to remove its equipment shall be **six (6) months**. Upon removal, the Lessee will restore the area to its condition prior to equipment installation.

5. Term

The term of this Agreement shall be **ten (10) years** commencing on the Commencement Date, unless earlier terminated as provided herein.

3. PLACING, TRANSFERRING OR REARRANGING EQUIPMENT

1. Modifications and Cost Allocation

1. The parties agree that if a Tower to which the Lessee has previously attached equipment is to be modified or replaced because of another Tower occupant's requirements (including Lessor), except for routine maintenance or emergency response, Lessor shall provide the Lessee with notice of the proposed modification. The Lessee may then decide whether to add to or modify its existing attachment. If the Lessee wishes to do so, it shall notify Lessor within ten (10) days.

- a. If a joint-user other than Lessor initiates a modification, the costs of that modification (including rearranging or replacing attachments of other joint-users who do not participate) shall be borne by the initiating joint-user.

2. **Tower Maintenance**

1. Should Lessor replace any facility because of (i) deterioration or (ii) requirements of public authorities or property owners, and the Lessee wishes to occupy the new facility, the Lessee shall transfer its attachments at its own expense and reimburse Lessor only for any incremental tower height or strength specifically required for the Lessee's equipment beyond what Lessor requires. If the deterioration is caused by the Lessee, the Lessee shall pay for the necessary repair or replacement cost.
 - a. The Lessee, at its own expense and risk, shall place, transfer, and rearrange its own attachments on the Tower and install guys to sustain any unbalanced loads caused by its attachments. The Lessee shall perform such work promptly and in a manner that does not interfere with Lessor's service or that of other Tower occupants.
 - b. If Lessor determines, in reasonable judgment, that a condition constitutes an emergency, Lessor may relocate, replace, remove, renew, or disconnect the Lessee's equipment and transfer it to substitute towers, or otherwise address the emergency. Lessor shall provide the Lessee with practicable notice whenever possible so that both parties may coordinate their response. If notice is impossible during the emergency, Lessor shall notify the Lessee of any relocation, replacement, or removal affecting the Lessee's attachments as soon as reasonably practicable.

- c. The Lessee shall access Lessor's maintenance duct to perform maintenance work and emergency repairs.

2. Continuous Operation

The Lessee expressly agrees that Lessor facilities must continue normal operation during any construction or maintenance performed by the Lessee. The Lessee shall provide and use all protective equipment necessary to safeguard its employees, equipment, and Lessor's operations.

3. Non-Interference with Facilities, Equipment, and Signals

1. The Lessee shall ensure that its agents, servants, employees, and contractors do not take any action that interferes with or damages Lessor facilities, except as permitted under this Agreement. The Lessee shall also avoid any action that interferes with or damages the services or signals of Lessor equipment.
2. The Lessee shall likewise ensure that its agents, servants, employees, and contractors do not interfere with or damage the equipment, services, or signals of any other telecommunications providers, carriers, or users of Lessor facilities that existed on the Commencement Date or that may be lawfully permitted by Lessor thereafter.
3. Lessor shall ensure that its agents, servants, employees, and contractors do not interfere with or damage the Lessee's equipment, nor the services or signals of the Lessee's equipment, existing or installed under this Agreement. Lessor shall require the same prohibition in all agreements and franchises it enters into after the Commencement Date.
4. The Lessee shall cooperate with any other Lessee to avoid interference with each other's services or signals, as provided in Section 2.2 of this Agreement.
5. Each Party shall exercise reasonable precautions to avoid damage to the other's equipment. The Lessee releases and discharges Lessor, its officials, agents, and

employees from all claims, demands, damages, actions, or causes of action arising from Lessor's negligent interference with Lessee's equipment, services, or signals, including any interference by other Lessee(s) permitted by Lessor. The Lessee's sole remedy for any interference with its equipment, services, or signals shall be termination.

6. If Lessee's equipment causes interference with pre-existing communication facilities, Lessee shall take all reasonable measures to correct and eliminate the interference. If the interference adversely affects emergency communications by Lessor and cannot be eliminated within a reasonable time (as determined by Lessor), Lessee shall immediately cease operating its facility until the interference is eliminated. If the interference cannot be eliminated within **ninety (90) days**, Lessor may terminate this License and Agreement.

4. ABANDONMENT OF EQUIPMENT AND REMOVAL OF EQUIPMENT

1. Notice

The Lessee may, at any time, remove all of its equipment from any Lessor tower, provided it gives Lessor **ninety (90) days** prior written notice.

2. Tower Abandonment

If Lessor wishes to abandon any tower, it shall give the Lessee written notice at least **ninety (90) days** prior to the abandonment date. If Lessor acquires a replacement tower, Lessor shall provide the Lessee the right to relocate its facilities to the replacement tower on terms consistent with this Agreement. If the Lessee declines to relocate, the Lessee shall have no further obligation to Lessor with respect to such facilities or equipment.

5. LIABILITY

1. Indemnity and Allocation of Liability

When liability is incurred by either Party for injuries to employees, property, or third parties arising out of the joint use of facilities under this Agreement, the liability shall be allocated as follows:

- Each Party shall exercise reasonable care to avoid damage to the other's equipment and to the equipment of other joint-users. Except as otherwise provided in this Section, Lessee assumes all responsibility for any loss or damage caused by either Party to Lessee's equipment unless Lessor's actions were willful and wanton. Likewise, Lessee assumes responsibility for any loss or damage caused by Lessee to Lessor's equipment.
- Each Party shall be liable for all damages caused solely by its own negligence or failure to comply with the practices set forth herein.
- If damages are caused concurrently by the negligence of both Parties, liability shall be apportioned in proportion to each Party's degree of fault.
- Where either Party is required to make payments to its injured employees or to relatives in accordance with (1) any Workers' Compensation Act or similar statute, or (2) any disability or death-benefit plan adopted by the Parties, such payments shall be treated as damages within the foregoing paragraphs.
- All claims for damages asserted against or affecting both Parties shall be dealt with jointly. If a claimant wishes to settle on terms acceptable to one Party but not the other, the Party for whom the terms are acceptable may, at its election, pay the other Party its share of the settlement expense, and the paying Party shall be bound to protect the other from any further liability arising from that claim.

- In adjusting any claim for damages, the Parties shall include, in addition to amounts paid to the claimant, all reasonable expenses incurred, including attorney fees, disbursements, and other proper charges.
- The Lessee shall indemnify and hold Lessor harmless from all liability—including, without limitation, costs, reasonable attorney fees, disbursements, and other proper charges—that Lessor may incur solely as a result of Lessee’s negligence, breach of this Agreement, or willful or grossly negligent acts of the Lessee, its employees, agents, servants, or independent contractors (other than Lessor), while performing its duties. This indemnity does not apply to damages resulting from interferences or interruptions in electric, gas, telecommunications, or other services that are proximately caused by such acts, omissions, or breaches.

The indemnity is conditioned on the following:

1. Lessor shall give reasonable written notice of any claim.
2. Lessee shall have sole control of the defense and settlement negotiations.
3. If a situation is likely to become a claim, Lessor shall permit Lessee, at Lessee’s option and expense, to take reasonable action to avoid or settle the claim.
4. Lessee shall have no liability to Lessor for damages caused by Lessor, its agents, servants, employees, or independent contractors (other than the Lessee).
5. If Lessee defends a claim, Lessee shall provide Lessor with all relevant documents, provided the claim involves Lessor-owned property. Lessor reserves the right to defend the claim if it believes Lessee is not acting in Lessor’s best interest.

2. Consequential Damages

Neither Party shall be liable to the other for any indirect, special, or consequential damages, including loss of profits or revenues, interruption of customer service, or interference with business operations.

3. Settlement

If the Lessee compromises or settles a claim with a third party, the Lessee shall obtain a release of all claims arising from that incident against Lessor, in addition to any release in favor of the Lessee.

4. Insurance

For the term of this Agreement, Lessee shall maintain insurance with a carrier acceptable to Lessor, covering the following types and minimum amounts:

Coverage Type	Minimum Limit (per person)	Minimum Limit (per occurrence)
Liability Insurance	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	—
Workers' Compensation	As required by statute	—

Prior to commencing any work, Lessee shall furnish Lessor with a Certificate of Insurance and shall notify Lessor of any termination of coverage.

6. TERMINATION AND DEFAULTS

1. Default

- a. If Lessee defaults in any material obligation under this Agreement, Lessor may, in addition to any other legal or equitable remedies,

- i. Require performance of the defaulted obligation, with Lessee reimbursing Lessor for any costs incurred; or
 - ii. If performance cannot be compelled, terminate Lessee's use of the specific towers covered by this Agreement; or
 - iii. Terminate this Agreement in its entirety, at Lessor's option.
- b. Any such termination shall be effective upon written notice from Lessor to Lessee, stating the effective date.
 - c. Before exercising any remedy or terminating the Agreement, Lessor shall give Lessee notice and an opportunity to cure within **ninety (90) days**, or within a reasonable period if cure cannot be completed within **ninety (90) days**. If Lessee cures the default within this period, Lessee's only liability shall be reimbursement of Lessor's costs, and Lessor may not terminate the Agreement.

7. MISCELLANEOUS PROVISIONS

1. Conduct of the Parties

The Parties agree to act reasonably and in good faith in implementing the terms of this Agreement.

2. Survival

Obligations that arose while this Agreement was in effect and remain unfulfilled at termination shall survive both the termination of this Agreement and any permit or license granted hereunder. Termination shall not release either Party from any liabilities, claims, or obligations accrued or accruing prior to or at the time of termination, including indemnities.

4. Waiver

Each Party shall comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings. Lessee shall place and maintain its equipment in New Richland, MN in a safe condition and in thorough repair.

8. Remedies

Subject to Section 5.4, each Party may seek equitable relief as necessary to prevent the other from failing to perform its obligations. The Parties intend that Lessee be a third-party beneficiary of any license or similar agreements entered into by Lessor thereafter, for purposes of enforcing the non-interference provisions.

9. Applicable Law

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

10. Severability

If any provision or part thereof is invalid or unenforceable, the remainder of the Agreement shall remain in effect as though the invalid provision were omitted, provided that the entire Agreement shall terminate only if the invalidity undermines its fundamental purpose.

11. Force Majeure

Neither Party shall be liable for delay or failure in performance caused by events beyond its control and without its fault or negligence, including acts of nature, civil or military authority, governmental regulations, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, severe weather, inability to secure products or services, or acts or omissions of transportation carriers.

12. Execution of Agreement

This Agreement shall be signed last by Lessor.

13. Counterparts

For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All counterparts together shall constitute one and the same instrument.

14. Authorizations

The Lessee's authorized representatives warrant that they have been lawfully authorized by the Lessee's members and operating agreement to execute this Agreement. Lessor warrants that its signatories have been lawfully authorized. Upon request, each Party shall deliver copies of all corporate documents (articles of incorporation, bylaws, resolutions, ordinances, etc.) required to evidence authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement below.

Lessor

Lessee

By: Janda Ferguson, Mayor

By: Scott Piehn, Outside Plant Manager

Its: City of New Richland

Its: Radio Link Internet



PERSONNEL POLICY MANUAL

MARCH 9, 2026
CITY OF NEW RICHLAND
203 N Broadway PO Box 57 New Richland, MN 56072

Personnel Policy Manual, City of New Richland

Below you will find a Table of Contents to help navigate through the model personnel policy. Simply hold the Ctrl button on your keyboard and click on the heading with your mouse to bring you directly to the

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specific section.

Article I. INTRODUCTION

Section 1.01 Purpose

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the city of New Richland Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the city, and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

Except as otherwise prohibited by law, the city of New Richland 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.

Section 1.02 Scope

These policies apply to all employees of the city. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted for paid-per-call firefighters.

If any specific provisions of the personnel policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the city more rewarding. 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. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

Section 1.03 EEO Policy Statement

The city of New Richland is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation, and selection for training. The city of New Richland will not discriminate against any employee or job applicant based on race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Section 1.04 Data Practices Advisory

Employee records are maintained in a location designated by the city administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

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.

Section 1.05 Media Requests

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the city administrator or other appropriate staff. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the city administrator. No city employee is authorized to speak on behalf of the city without prior authorization from the city administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the city administrator of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the city administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who

will get back to you as soon as he/she can.” Then ask the media representative’s name, questions, deadline, and contact information.

All news releases concerning city personnel will be the responsibility of the city administrator.

When/if the city administrator authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the city administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: “The city finished street cleaning on 16 streets in the northwest corner of the city this past week” instead of “The city is doing a great job with street cleaning this year!” Corrections must be issued when needed.
- Generally, not include personal opinions in official city statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the city’s Facebook page: “My family visited Hill Park this weekend and really enjoyed the new band shelter.” Employees who have been approved to use social media sites on behalf of the city should seek assistance from the city administrator on this topic.
- Notify the city administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware that data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Section 1.06 Personal Communications and Use of Social Media

It is important for city employees to remember that the personal communications of employees may reflect on the city, especially if employees are commenting on city business or commenting on issues that implicate their city employment. As city representatives, employees share in the responsibility of earning and preserving the public’s trust in the city. An employee’s own personal communications, such as on social media, can have a significant impact on the public’s belief that all city staff will carry out city functions faithfully and impartially and without regard to factors such as race, sex/gender, religion, national origin, disability, sexual orientation, or other protected categories. Nonpersonal communications (performed within one’s job duties) to members of the public must be always professional. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Do not share any private or confidential information you have access to as a result of your city position.
- Any personal communications made on a matter of public concern must not disrupt the efficiency of the city’s operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department’s ability to effectively serve the public. Disruptive personal communications can include liking or republishing (sharing/retweeting) a social media post of another individual or entity. The

City can act on the personal communication that violates this policy without waiting for the actual disruption.

- Remember what you write, or post cannot easily be undone. It may also be spread to larger audience than you intended. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos you would not want your boss or other employees to read, or you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation concerning a co-worker or between co-workers that would not be permissible in the workplace is not permissible online, even if it is done after hours, from home and on home computers.
- The city expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video, or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on sex, race, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to city business and there is liable to be confusion whether you are speaking on behalf of the city, it would be best to identify yourself and use a disclaimer such as, "These are my own opinions and do not represent those of the city of New Richland."
- City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the city's logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account name or email names should not be tied to the city (e.g., (New Richland) Cop).

Article II. CITYWIDE WORK RULES & CODE OF CONDUCT

Section 2.01 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 the city of New Richland. 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.

Honesty is an important organizational attribute to our city. Therefore, any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated. Further, dishonesty in city positions may preclude workers from effectively performing their essential job duties. As just one example, a police officer with a credibility issue under a Brady/Giglio designation very likely will be excluded from providing testimony for court cases thereby creating an employment strain where an employee cannot effectively perform the essential functions of the job. Any violations will result in corrective action, up to and including termination.

The following are job requirements for every position at the city of New Richland. All employees are expected to:

- 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 professionally 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 while meeting the goals set by an employee's supervisor.

Section 2.02 Attendance & Absence

The operations and standards of service in the city of New Richland require that employees be at work unless valid reasons warrant absence, or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every city position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In the event of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process will be grounds for disciplinary action.
- The employee must call 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.

This policy does not preclude the city from administering discipline for unexcused absences of less than three days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

Section 2.03 Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other city-owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with his/her supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the city in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. 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.

Section 2.04 Appearance

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the city. City staff shall not enforce the city's dress code more strictly against transgender and gender diverse employees than other employees.

The city of New Richland Dress for your Day policy allows for non-uniformed employees to use their best judgment when deciding what to wear to work every day, with some basic guidelines. The idea is that each employee should consider what their workday looks like and dress accordingly.

For example, employees are allowed to wear casual clothing on workdays when they do not have meetings with residents or other outside third parties. Employees are still expected to wear clothing appropriate for an office environment, and traditional business attire is always acceptable.

There may be days when residents or visitors are expected at city facilities and all staff may be required to forgo Dress for your Day and required to wear business casual or business attire. These days will be announced in advance so employees can plan accordingly.

In all instances, clothing and appearance must be neat, clean, not ripped, heavily frayed or worn, and not expose an excessive amount of skin.

The following are examples of clothing and shoe choices that are never acceptable, but it is not an exhaustive list. When in doubt, consult with the city administrator.

- Clothing and/or accessories that include offensive/inappropriate images or words, including images/words that are discriminatory or sexual
- Sweatpants, yoga pants and other exercise apparel
- Leggings unless combined with a top that reaches at least mid-thigh
- Beach wear
- Shorts
- Overalls
- Very short skirts
- Shirts with writing or large logos (unless city or affiliated business organization logo)
- Spaghetti-strap tops or dresses unless covered by a jacket or sweater
- Crop tops, tank tops, halter tops or any clothing showing midriffs
- Sheer or revealing clothing
- Hats or caps
- Sports jerseys (unless part of a planned employee event)
- Flip-flops, house slippers, moccasins, Crocs shoes

Employees are allowed to wear jeans that are clean and free of rips, tears, fraying and not excessively tight or revealing.

Employees who need an accommodation associated with a protected status such as religion or disability should speak with the city administrator to obtain approval to deviate from this policy.

Section 2.05 Conflict of Interest

City employees are to remove themselves from situations in which they would have to act or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. If an employee has any question about whether such a conflict exists, he/she should consult with the city administrator.

Section 2.06 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, will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Whistleblower Protections

An employee of the city who, in good faith, reports an activity that he/she considers to be illegal or dishonest to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or

corrective measures; appropriate city management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the city's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation; insofar as consistent with Minnesota Data Practices, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The city will not retaliate against a whistleblower. This includes but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Section 2.07 Personal Telephone Calls

Personal telephone calls are to be made or received only when truly necessary (e.g., family or medical emergency). They are not to interfere with city work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

Section 2.08 Political Activity

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

Section 2.09 Smoking

The city of New Richland observes and supports the Minnesota Clean Indoor Air Act. All city buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that

smoking in any form (using tobacco products such as pipes, cigars, and cigarettes) or “vaping” with e-cigarettes is prohibited while in a city facility or vehicle.

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Article III. DEFINITIONS

For purposes of these policies, the following definitions will apply:

Section 3.01 Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Section 3.02 Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

Section 3.03 Benefit Earning Employees

Employees who are eligible for city-provided benefits. Such employees must be full time year-round employees or those approved by the City Council.

Section 3.04 Core Hours

The core hours that all employees (exempt and non-exempt) are expected to work are 8 a.m. to 4:30 p.m., Monday through Friday. Police, fire, and public works employees do not have core hours and work the schedules established by their supervisors.

Section 3.05 Demotion

The movement of an employee from one job class to another within the city, where the maximum salary for the new position is lower than that of the employee's former position.

Section 3.06 Direct Deposit

As permitted by state law, all city employees are required to participate in direct deposit.

Section 3.07 Employee

An individual who has successfully completed all stages of the selection process, including the training period.

Section 3.08 Exempt Employee

Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act.

Section 3.09 FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2 percent for Social Security and 1.45 percent for Medicare. The city contributes a matching 7.65 percent on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers). These amounts may change if required by law.

Section 3.10 Fiscal Year

The period from Jan. 1 to Dec. 31.

Section 3.11 Full-Time Employee

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position.

Section 3.12 Hours of Operation

The city's regular hours of operation are Monday through Friday, from 8 a.m. to 5 p.m. City Hall will be closed on Monday's from 8 a.m. to 10 a.m. to allow for employee meetings.

Section 3.13 Management Employee

An employee who is responsible for managing a department or division of the city.

Section 3.14 Non-Exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

Section 3.15 Part-Time Employee

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position.

Section 3.16 Pay Period

A fourteen (14) day period beginning at 12 a.m. (midnight) on Friday through 11:59 p.m. on Thursday, fourteen (14) days later.

Section 3.17 PERA (Public Employees Retirement Association)

Statewide pension program in which all city employees meeting program requirements must participate in accordance with Minnesota law. The city and the employee each contribute to the employee's retirement account.

Section 3.18 Promotion

Movement of an employee from one job class to another within the city, where the maximum salary for the new position is higher than that of the employee's former position.

Section 3.19 Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Section 3.20 Seasonal Employee

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

Section 3.21 Service Credit

Time worked for the city. An employee begins earning service credit on the first day worked for the city. Some forms of leave will create a break in service.

Section 3.22 Temporary Employee

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

Section 3.23 Training/Probationary Period

A six-month period at the start of employment with the city (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the city's selection process and is used by supervisors for closely observing an employee's work.

An employee serving his/her initial probationary period may be disciplined at the sole discretion of the city, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued city employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Training begins on your first day of employment with an orientation process in which you will learn about city policies and procedures, take a tour of the city, and meet co-workers. Then you will begin to learn your job by training with your supervisor or a co-worker. In the first few months, you will meet with your supervisor frequently to discuss your progress and at six months, you will have a formal review.

Section 3.24 Transfer

Movement of an employee from one city position to another of equivalent pay.

Section 3.25 Weapons

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

Section 3.26 Workweek

A workweek is seven consecutive 24-hour periods. For most employees the workweek will run from Friday through the following Thursday. With the approval of the city administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, park and recreation department).

Article IV. EMPLOYEE RECRUITMENT & SELECTION

Section 4.01 Scope

The city administrator or a designee will manage the hiring process for positions within the city. While the hiring process may be coordinated by staff, the City Council is responsible for the final hiring decision and must approve all hires to city employment. All hires will be made according to merit and fitness related to the position being filled.

Section 4.02 Features of the Recruitment System

The city administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made online or by application forms provided by the city. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the city administrator or designee. Supplemental questionnaires may 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 deadline for application may be extended by the city administrator. Unsolicited applications will not be kept on file.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

Section 4.03 Testing and Examinations

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; or another appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning director position, for example.
- Scenarios of situations police officers are likely to encounter on the job that test the candidate’s decision-making skills (can be role played or multiple-choice questions).

Internal recruitments will be open to any city employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the city.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

Section 4.04 Pre-Employment Medical Exams

The city administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any city position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the city administrator or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the city administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Section 4.05 Selection Process

The selection process will be a cooperative effort between the city administrator or designee and the hiring supervisor, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

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

The city has the right to make the final hiring decision based on qualifications, abilities, experience and city of New Richland needs.

Section 4.06 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.

Section 4.07 Training Period

The training period is an integral part of the selection process and will be used for the purpose of closely observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions, and rehires. Training periods are six months in duration, but may be extended by, for example, an unpaid leave of absence.

Article V. ORGANIZATION

Section 5.01 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.

A job description is prepared for each position within the city. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or non-exempt), 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. In addition, job descriptions may also describe the benefits offered and potential career path opportunities as a means to entice a qualified pool of applicants. Good attendance and compliance with work rules and policies are essential functions of all city positions.

Prior to posting a vacant position the existing job description is reviewed by the city administrator or designee and the hiring supervisor to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the city administrator.

Section 5.02 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the city administrator.

Section 5.03 Job Descriptions and 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.

Section 5.04 Layoff

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the city before other employees in those job classes. Within these groups, 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. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

Article VI. HOURS OF WORK

Section 6.01 Work Hours

Employee work schedules and opportunities to work remotely will be established by supervisors with the approval of the city administrator. The regular workweek for employees is five eight-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the city administrator in accordance with the customs and needs of the individual departments.

Section 6.02 Core Hours

To ensure employee availability and accountability to the public the city serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 8 a.m. to 4:30 p.m., Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

Section 6.03 Meal Breaks and Rest Periods

A paid fifteen-minute break is allowed within each four consecutive hours of work. An unpaid thirty-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.

Employees working in city buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work.

Employees whose duties involve traveling throughout the city may stop along the assigned route at a restaurant or other public accommodation for their fifteen-minute break. Exceptions must be approved by the supervisor or city administrator.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the city administrator, on the use of meal breaks and rest periods.

Section 6.04 Adverse Weather Conditions

City facilities will generally be open during adverse weather. 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 time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Sworn police officers and public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the city administrator.

Article VII. COMPENSATION

Full-time employees of the city will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the city in addition to the pay authorized for the positions to which they have been appointed. 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.

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 against an employee for disclosing his/her 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) 284-5070 or (800) 342-5354.

Article VIII. PAYCHECKS AND DIRECT DEPOSIT

Section 8.01 Paychecks

Paychecks will be distributed every two weeks. Ambulance staff will be paid on a monthly basis. Employees are responsible for notifying the City Administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

When paydays fall on a holiday, checks are normally issued the day before the holiday.

Section 8.02 Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the city administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Section 8.03 Improper Deduction and Overpayment Policy

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, he/she should immediately contact his/her supervisor. If the city determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to promptly repay the city in the amount of the overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment. The city will not reduce an employee's pay without written authorization by the employee. Once the overpayment has been recovered in full, the employee's year to date earnings and taxes will be adjusted (so that the year's Form W-2 is correct) and the paying department will receive the corresponding credit. When an overpayment occurs, the repayment must be made within the same tax year.

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar year of the overpayment are considered "prior year overpayments" and the employee must repay not only for the net amount of the overpayment, but also the federal and state taxes the city has paid on their behalf. The city is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the city will not require the employee to repay those taxes provided the employee provides a written statement that he/she will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

Section 8.04 Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They 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 Acts, hours worked, and any leave time used by non-

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exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

Section 8.05 Overtime / Compensatory Time

The city of New Richland has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The city administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Section 8.06 Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. For the police department overtime will be calculated at the rate of time-and-one-half for all hours worked over 80 in the pay period. Vacation, sick leave, and paid holidays do not count toward “hours worked.” Compensation will take the form of time-and-one-half pay.

For most employees the workweek begins at midnight on Friday and runs until the following Thursday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the city administrator.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date.

Section 8.07 Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors.

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more 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. This means they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The city of New Richland will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.
- To offset compensation received for military pay. If an employee works part of the week in military service, the city still must pay the entire week salary to the employee, but the

city could offset the amount of the military pay for the week against the employee's salary.

- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the city in which the employee does not work a full week. In this case, the city will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
 - Paid leave has not been requested or has been denied.
 - Paid leave is exhausted.
 - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA.
- The city of [New Richland](#) may, for budgetary reasons, implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

The city of New Richland will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the city any amounts received by the employee as jury fees or witness fees.

If the city inadvertently makes an improper deduction to the weekly salary of an exempt employee, the city will reimburse the employee and make appropriate changes to comply in the future. If an employee thinks that a wage deduction was made in error, please contact [City Administrator \[Human Resources\]](#) promptly.

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Section 8.08 Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

If one of the above employees is regularly absent from work under this policy and it is found there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

If it appears that less than forty hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the city. Additional notification and approval requirements may be adopted by the city administrator for specific situations as determined necessary.

Article IX. PERFORMANCE REVIEWS

An objective performance review system will be established by the city administrator or designee for the purpose of periodically evaluating the performance of city employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the city's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee the opportunity to discuss what is expected, what is going well and not so well.

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

Article X. BENEFITS

Section 10.01 Health, Life Insurance

The city will contribute a monthly amount toward group health and life insurance benefits for each eligible employee.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the city administrator.

Section 10.02 Retirement/PERA

The city participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. 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.

Section 10.03 Tuition Reimbursement

To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the city administrator, with final approval/disapproval provided by the City Council.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not) OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

The city will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve months of receiving tuition reimbursement from the city. Tuition reimbursement for an individual employee will not exceed \$1,500 per year.

Article XI. HOLIDAYS

The city observes the following official holidays for all regular full-time and part-time employees:

- | | |
|-----------------------------|--|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Juneteenth | Christmas Eve & Christmas Day |
| Independence Day | Christmas Day |

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for city operations/facilities that are closed on holidays. Police department employees will observe the holiday on the actual day.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Any employee on a leave of absence without pay from the city is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the “actual” holiday as opposed to the “observed” holiday.

Article XII. LEAVES OF ABSENCE

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

Except as otherwise stated, 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.

Section 12.01 Minnesota Paid Leave

Overview

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

Eligibility

Eligibility determinations for MNPL benefits are made by the State of Minnesota. Generally, to be eligible for MNPL, you must:

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

Benefit Amount

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

Leave Entitlement and Usage

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

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

- Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

MNPL Intermittent Leave

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

A. Eligibility

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

B. Notice

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

C. Increments of Leave & Maximum Number of Hours

Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of no less than **fifteen (15) minutes**. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

Definitions

- **Family member** includes:
 - Spouse or partner
 - Child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related)
 - Parent or person who raised you
 - Sibling
 - Grandchild or grandparent
 - In-laws (including son, daughter, father, or mother)

- o Anyone close to you who depends on you like family, even if not related by blood

A **serious health condition** means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

Notice

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

How to Apply for Minnesota Paid Leave

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

Interaction with Other Laws and Benefits

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

The city offers a short-term disability (STD) policy that may run concurrently and require its own filing requirement pursuant to the terms of the STD policy. Please see Companion Life for more information. STD payments may be reduced, pursuant to the terms of the STD policy, as a result of receiving state-paid benefits.

Supplementing MNPL Benefits with Accrued Paid Leave

If you are receiving MNPL benefits, the city allows you to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact City Administrator.

Maintaining Health Coverage During Leave

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

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

An employee's share of premium payments for their group health insurance coverage may, at the employee's option, be:

1. prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions;
2. arranged to write a check every 2 weeks for the duration that the employee may be out;

OR

3. If an employee chooses to use accrued leave to supplement pay while on leave, health insurance premiums may continue to be deducted from that pay. If the supplemental pay is not sufficient to cover the full premium amount, employees will need to arrange to submit a check for the remaining balance.

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

Reinstatement

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

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

Retaliation

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

PERA Eligible Earning while on MNPL

All wages earned from an approved MNPL are not PERA eligible earnings. If an employee chooses to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave, this salary is only PERA-eligible if it is a medical leave for the employee and the accrued-paid benefits are at least 50% of the employee's regular earnings.

Employees may elect to purchase their missed service credits through PERA. Purchasing must be completed by the end of the next calendar year following the MNPL. Employees are responsible for both the employee and the employer contribution if electing to purchase the service credits.

Benefit Accruals while on MNPL

Employees will not accrue vacation or sick leave benefits while on MNPL. However, employees may use their existing accrued leave balances to supplement their average weekly benefit as outlined in the Supplementing MNPL Benefits with Accrued Paid Leave section above. Accrual

[of vacation and sick leave will resume once the employee returns to active employment following the approved leave.](#)

Section 12.03 Funeral Leave

~~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. This paid leave will not be deducted from the employee's vacation or sick leave balance.~~

~~The actual amount of time off, and funeral leave approved, will be determined by the supervisor or city administrator depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).~~

Section 12.024. — Annual Leave / Paid Time Off (PTO) & Earned Sick and Safe Time (ESST)

Annual leave (PTO/ESST) replaces individual sick leave, and vacation leave, plans and combines them into a single benefit program.

Effective January 1, 2024, Minnesota's earned safe and sick time (ESST) law requires employers to provide paid leave to employees who work in the state. All City regular full-time employees who currently earn PTO will now earn a combination of PTO/ESST hours. Regular part-time employees working less than 40 hours per week, temporary and seasonal employees will earn only ESST Hours.

PTO/ESST leave does not replace city observed holidays, jury duty, military leave, or court leave. Employees accrue annual leave based on length of service with the city. Plan provisions discourage unnecessary utilization by providing cash and savings incentives.

PTO/ESST can be used for any reason, subject to existing request and approval procedures. As with all paid time off programs, the city needs to ensure that service to the public and work requirements are not adversely impacted.

ESST hours may be used for the following qualifying reasons, per MN Statute 181.9447, subd. 1:

- Employee's mental or physical illness or other health condition
- Employee's need for medical diagnosis, care, or treatment of an illness, injury, or health condition
- Employee's need for preventative medical or health care
- [Need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member](#)
- Care of a family member with a mental or physical illness or other health condition
- Care of a family member who needs medical diagnosis, care or treatment of an illness, injury, or other health condition
- Care of a family member preventative medical or health care
- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking of the employee or the employee's family member
- Obtain services from a victim services organization due to domestic abuse, sexual assault, or stalking of the employee or employee's family member

- Obtain psychological or other counseling due to domestic abuse, sexual assault, or stalking of the employee or employee's family member
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking of the employee or employee's family member
- 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 of the employee or the employee's family member
- Closure of the employee's place of business due to weather or public emergency or employee's need to care for a family member whose school or place of care has closed due to weather or public emergency
- Employee's inability to work or telework because the employee is prohibited from working by the employer due to health concerns related to transmission of a communicable illness related to a public emergency
- Employee's inability to work or telework because the employee is seeking or awaiting the results of a diagnostic test for, or medical diagnosis of, a communicable disease or the employee's employer has requested a test or diagnosis
- When it has been determined by the health authorities or a health care professional that the presence of the employee or family member in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease, whether or not the employee or family member has actually contracted the disease

Definition of family member under ESST as defined in Minnesota Statute 181.9445, subd. 7:

- 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
- Spouse or registered domestic partner
- Sibling, stepsibling 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 parents of the employee
- A child-in-law or sibling-in-law
- Any of the family members listed above of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is equivalent of a family relationship
- Up to one individual annually designated by the employee

(a) Medical Certification

Good attendance is an essential job function for all city employees. If unplanned absences are excessive, a doctor's certification may be required. The physician's certification is to state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of his/her position.

A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work.

(b) Accrual Rates for PTO/ESST

Years of Service	Annual Accrual	Maximum Accrual
0 to 2 Years	15 days	30 days
3 to 6 Years	20 days	40 days
7 to 15 Years	25 days	50 days
16 Years and up	30 days	60 days

Annual leave will not accrue during unpaid leaves.

Employees can carry over any annual leave that does not exceed the stated cap.

(c) Current Sick Leave Balances: Deferred Sick Leave

Upon the final pay period of December 2022, employees hired prior to July 1st, 2022, who have accrued sick leave will retain half of their current sick leave balance to be used as “deferred sick leave” until the balance is exhausted. Deferred sick leave can be used for any doctor certified extended leave that would have been covered under the previous sick leave policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for more than three consecutive days. The remaining half of their current sick leave balance will be placed in their annual leave (PTO) account.

If an employee knows he/she will be out for more than three consecutive days before the absence, he/she will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where he/she knows—in advance—he/she will be out for two weeks, the employee will be able to use hours from the deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within three days, he/she will use annual leave.

If the medical condition extends beyond the three days, the deferred sick leave bank will be applied retroactively, and any annual leave used will be restored to the employee’s annual leave balance.

Once the deferred sick leave bank is exhausted, employees will use annual leave for all absences covered by the annual leave program. Any deferred sick leave balance remaining when an employee leaves city service will expire. The city does not pay out any hours that may remain in the deferred sick leave bank at termination.

(d) Earned Sick and Safe Time (ESST) Only/Non-PTO

All employees, except council members are entitled to earn sick and safe leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours accrued yearly. Accrued and unused ours carry over into future years, up to a maximum of (80) hours accrued overall. When the 80-hour overall limit is reached, accrual immediately stops until usage occurs, at which time accrual restarts (until either the yearly or overall limit is reached). When the 48-hour yearly limit is reach, accrual does not restart until the following year. The year starts on January 1 and ends on December 31. All employees begin accruing hours on the

first day of work, regardless of whether they are full-time, part-time, seasonal, or temporary workers.

An employee who is exempt from the overtime provisions of the Fair Labor Standards Act is assumed to work 40 hours per week.

(e) Returning to Work After a Medical Absence

After a medical absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

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. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it has been required by the city.

(f) Current Vacation Balances

Unused vacation balances shall be converted to annual leave on an hour for hour basis.

(g) PTO/ESST Separation Payment

Full-time employees will be paid accrued, unused annual leave, earned through the last date of active employment, subject to applicable caps as noted above, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee's base rate of pay at the employee's termination date. Employees have the option of directing those dollars into a 457 deferred compensation plan (subject to IRS maximum deferral regulations and Minnesota law). In the event of the employee's death, earned, unused annual leave time will be paid to the employee's surviving spouse directly, (if there is not a personal representative of the estate appointed) up to statutory limits.

(h) ESST Only/Non-PTO / Separation of Employment

Employees will not be paid for any unused earned sick and safe time upon termination of employment. If an employee separates from employment and is rehired within 180 days, any earned and unused sick and safe time that the employee had at the time of separation will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe time at the commencement of reemployment.

(i) Unpaid Leave

Unpaid leaves may be approved in accordance with the city personnel policies. Employees must normally use all accrued annual 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 hours when going on an unpaid leave. Any exceptions to this policy must be approved by the city administrator.

Other Benefits

Benefit accruals, such as vacation and holiday pay benefits, will be suspended at the beginning of the first full month of unpaid leave and will resume upon your return to active employment.

Section 12.03 Funeral Leave

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. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or city administrator depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

Section 12.045A — Military Leave

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 workdays in any calendar year. City compensation is in addition to the military's pay for these 15 days, as per MN Attorney General's Opinion.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the fifteen-day paid leave of absence. Employees on extended unpaid military leave will receive fifteen days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city. If an employee has not yet used his/her fifteen days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen days will follow the same procedures as for any employee on an unpaid leave of absence.

Section 12.045 B. —Military Leave for Family Members

The city will not discharge from employment or take adverse employment action against an employee because an immediate family member is in the military forces of the United States or Minnesota. Nor will the city discharge from employment or take adverse employment action against an employee because they attend departure or homecoming ceremonies for deploying or returning personnel, family training or readiness events or events held as part of official military reintegration programs. Employees may substitute paid leave if they choose to do so.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

Section 12.045 C. —Military Leave for Family Member Injured or Killed in Active Service

Employees will be granted up to ten 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 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Section 12.045 D. —Civil Air Patrol

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 vacation or PTO leave while on Civil Air Patrol Leave but are not required to do so.

Section 12.056. —Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, 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 vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor 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 completed by the clerk of court so the city will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

Section 12.067 — Court Appearances

Employees will be paid their regular wage to testify in court for city-related business. Any compensation received for court appearances (e.g., subpoena fees) arising out of or in connection with city employment, minus mileage reimbursement, must be turned over to the city.

Section 12.078 — Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work 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.

Section 12.089 — Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor 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.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Section 12.109 — Pregnancy and Parenting Leave

Employees who work twenty hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in

this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

Section 12.101 Administrative Leave

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 with the approval of the City Council.

Section 12.112 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Section 12.123 School Conference Leave

Any employee who has worked full-time or more for more 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 leave hours for this absence but are not required to do so.

Section 12.134 Bone Marrow/Organ Donation Leave

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

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Section 12.145 A Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday. The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Section 12.145 B Delegates to Party Conventions

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 delegates, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation/ PTO leave during their absence.

Section 12.156 Regular Leave without Pay

The city administrator may authorize leave without pay for up to thirty days. Leave without pay for greater periods may be granted by the City Council.

Typically, 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 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 vacation leave (annual 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 vacation leave (annual leave) based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved. 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 Parenting Leave or FMLA, will be guaranteed return to the original position only for absences of thirty calendar days or less.

Employees receiving leave without pay in excess of thirty 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.

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for FMLA leave, an employee must work for a covered employer and:

- have worked for that employer for at least 12 months; and
- have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and
- work at a location where at least 50 employees are employed at the location or within 75 miles of the location.

Given the employee eligibility requirements, even though all cities are covered by the FMLA, only employees in cities with more than 50 employees have the potential to qualify for FMLA protected leave. Thus, only cities with 50 or more employees generally include an FMLA policy in their personnel policies.

Section 12.167 Family and Medical Leave

Refer to the League's model FMLA policy for language.

To qualify to take Family and Medical Leave Act ("FMLA") leave under this policy, an employee must meet all the following conditions:

- Have worked for the city for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the city will not consider any service seven years prior to the employee's most recent hire date.
- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee.

TYPES OF LEAVE COVERED BY FMLA

Leave will be granted to all eligible employees for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to a serious health condition that makes the employee unable to perform the essential functions of the position;
- A covered military member's active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

(a) DEFINITIONS

- "Spouse" does not include domestic partners or common-law spouses.
- "Caring for" a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties. An eligible "child," with some exceptions, is under 18 years of age.
- An eligible "parent" includes a biological parent or a person who stood in the place of a parent.

- “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:
 - Hospital Care: Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - Pregnancy: Any period of incapacity due to pregnancy, prenatal medical care or childbirth;
 - Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by or under the supervision of a health care provider.
 - Chronic Conditions Requiring Treatments: An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity;
 - Permanent/Long-Term Conditions Requiring Supervision
 - Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

(b) LENGTH AND AMOUNT OF LEAVE

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated based on a looking forward basis. The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.

(c) HOW LEAVE MAY BE TAKEN

FMLA leave may be taken for 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed), or may be used to reduce the workweek or workday, resulting in a reduced work schedule. In all cases, the leave may not exceed a total of 12 work weeks. Intermittent leave may be taken when medically necessary for the employee’s serious health condition or to care for a family member with a serious health condition. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the city’s business.

In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the city may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the city’s approval.

(d) PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to City Administrator. When the need for the leave is foreseeable, the employee must give verbal or written notice to their supervisor at least thirty (30) days prior to the date on which leave is to begin. If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures. The city requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(e) CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the city may require the completion of a Medical Certification form by the attending physician or practitioner as allowed by law. The form must be submitted by the employee to the city Administrator within fifteen (15) calendar days after leave is requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the FMLA leave. When leave is due to an employee's own serious health condition, a fitness for duty certification (FFD) will be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee's right to reinstatement under the FMLA. If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform their duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave. Recertification of leave may be required if the employee requests an extension of the original length approved by the city or if the circumstances regarding the leave have changed. Additionally, recertification may be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

(f) SECOND AND THIRD MEDICAL OPINIONS

The city may require an employee obtain a second opinion from a provider which the city selects. If necessary to resolve a conflict between the original certification and the second opinion, the city may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

(g) ANNUAL MEDICAL CERTIFICATION AND RECERTIFICATION

Where the employee's need for leave due to the employee's own serious health condition lasts beyond a single leave year, the city will require employees to provide a new medical certification in each subsequent leave year.

(h) REINSTATEMENT

Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

(i) GROUP HEALTH INSURANCE

An employee granted leave under this policy will continue to be covered under the city's group health and dental insurance plan under the same conditions and at the same level of city contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of

group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the city.

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

- 1) Prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions;
- 2) Arranged to write a check every two weeks for the duration that the employee may be out;

OR

- 3) If an employee chooses to use accrued leave to supplement pay while on leave, health insurance premiums may continue to be deducted from that pay. If the supplemental pay is not sufficient to cover the full premium amount, employees will need to arrange to submit a check for the remaining balance.

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

(j) AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

FMLA will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law which may include: Minnesota Paid Leave (MNPL) or Minnesota Women's Economic Security Act (WESA) pregnancy and parenting leave, and Short-Term disability, if applicable.

If you are receiving MNPL or STD benefits while you are out on FMLA, you may be able to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and employer-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact City Administrator.

Rights to additional continued benefits will depend on whether leave is paid or unpaid. Employees may choose, but are not required, to use disability leave benefits (short-term disability or long-term disability), accrued vacation, PTO, Sick Leave/Earned Sick and Safe Time leave benefits concurrently with FMLA.

(k) FAILURE TO RETURN TO WORK AFTER FMLA

Except when the employee is also receiving MN Paid Leave benefits, under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the city may require the employee to repay the portion of the monthly cost paid

by the city for group health plan benefits. The city may also require the employee to repay any amounts the city paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation.

If the employee fails to pay the city a portion of the premiums for which they are responsible during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

If the employee does not return from the FMLA leave and coverage ended sometime during the FMLA leave due to lack of payment, there is no COBRA election available. For COBRA to apply, the employee must have been covered on the day before the qualifying event. In this situation, the qualifying event would occur at the time the employee did not return from the leave.

(I) ACTIVITIES PROHIBITED DURING FMLA

While on leave, an employee may not engage in activities (including employment) which have the same or similar requirements and essential functions of an employee's current position.

FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE

Qualified Exigency

Eligible employees whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

An employee eligible for FMLA leave who is the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to care for that servicemember.

The family member must be a current member of the Armed Forces (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy, or otherwise is on outpatient status or on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, or members on the permanent disability retired list.

(a) Definitions for this section

- A “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

- A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- “Covered active duty” means:
 - “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
 - “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.
- “Covered servicemember” means:
 - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness”; or
 - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- “Serious injury or illness” means:
 - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on

active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

- o In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of their office, grade, rank or rating.

(b) AMOUNT OF LEAVE – QUALIFIED EXIGENCY

An eligible employee can take up to 12 weeks of leave for a qualified exigency under the FMLA.

(c) AMOUNT OF LEAVE – MILITARY CAREGIVER

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

(d) CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

The city will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

(e) CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE

The city will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

**Section 12.178 Reasonable Work Time for Nursing Mothers
[MN law change regarding paid break times effective January 1, 2022]**

Nursing mothers and lactating employees will be provided reasonable break times to express milk for her infant child during the twelve months following the birth of the child, unless it would cause undue business disruption. The paid break time must, if possible, run concurrently with any break time already provided. The city will provide a 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.

Section 12.189 Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

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

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

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

Section 12.2019 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

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

- More frequent restroom, food, and water breaks;
- Seating; and/or

- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

Section 12.204 Athletic Leave of Absence

An employee who qualifies as a member of the United State team for athletic competition on the world championship, Pan American, or Olympic team in a sport sanctioned by the International Olympic Committee, shall be granted a leave of absence without loss of pay or other benefits for the purpose of preparing for and engaging in the competition. In no event shall the paid leave exceed the period of official training camp and competition combined, or 90 calendar days a year, whichever is less. The employee shall provide documentation establishing their participation on said team and in said event.

Article XIII. SEXUAL HARASSMENT PREVENTION

Section 13.01 General

The city of New Richland is committed to creating and maintaining a public service workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964, the Minnesota Human Rights Act, and other related employment laws.

In keeping with this commitment, the city maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Discriminatory behavior includes inappropriate remarks about, or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance

This policy statement is intended to make all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, and elected officials and members of the public aware of the matter of harassment, but specifically sexual harassment, to express the city's strong disapproval of harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

Section 13.02 Applicability

Maintaining a work environment free from harassment is a shared responsibility. This policy is applicable to all city employees, volunteers, applicants, contractors/vendors, members of boards and commissions, City Council members, and members of the public both in the workplace and other city-sponsored social events.

Section 13.03 Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on [Minnesota Statute § 363.01, subdivision 43](#), is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

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

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

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, making jokes, 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. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.

- 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.

Section 13.04 Expectations

The city of New Richland recognizes the need to educate its employees, volunteers, members of boards and commissions, contractors/ vendors, applicants, elected officials and members of the public on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and assist in fostering an environment free from offensive behavior or harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. A supervisor;
2. Your supervisor's supervisor;
- ~~3. Human Resources;~~
- 4.3 City administrator;
- ~~5.4~~ Mayor or city councilmember
- ~~6.5~~ City Attorney.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps, if the person feels safe and comfortable doing so. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and/or take other reasonable action, and as soon as feasible, a supervisor.

1. Communicate to the harasser the conduct is unwelcome. Professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions, and request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
2. In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with an offender.
3. To reiterate, it's important you notify a supervisor, the city administrator, the mayor or councilmember of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your

complaint/concern, the next step is to report the incident to the city administrator, the mayor or the city attorney.

The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. Management takes these complaints seriously and has the obligation to provide an environment free of sexual harassment. The city is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

In the case of a sexual harassment complaint, a supervisor must report the allegations promptly to the city administrator. If the city administrator is the subject of the complaint, then the supervisor is to report the complaint to the City Attorney. A supervisor must act upon such a report even if requested otherwise by the victim. The city will take proportionate corrective action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. As noted later in this policy, retaliation is strictly prohibited. All allegations will be investigated. Formal investigations will be prompt, impartial, and thorough. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible. Any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

The city is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Section 13.05 Special Reporting Requirements

When the supervisor is the alleged harasser, a report will be made to the city administrator who will assume the responsibility for investigation and discipline. For more information about what to do when allegations involve the city administrator, the mayor, or a councilmember, see below.

If the city administrator is the alleged harasser, a report will be made to the city attorney who will confer with the Mayor and City Council regarding appropriate investigation and action. If a councilmember is the alleged harasser, the report will be made to the city administrator and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the city administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens. The city will take reasonable and timely action, depending on the circumstances of the situation.

If an elected or appointed city official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the city attorney will be consulted as to the appropriate course of action.

In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The city will take reasonable and timely action, depending on the circumstances of the situation.

Section 13.06 Retaliation

The city of New Richland will not tolerate retaliation or intimidation directed towards anyone who reports employment discrimination, serves as a witness, participates in an investigation, and/or takes any other actions protected under federal or state discrimination laws, including when requesting religious or disability accommodation. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. Your supervisor's supervisor;
3. City administrator;
4. Mayor or City Councilmember
5. In the event an employee feels retaliation has occurred by the city administrator or the City Council, then reporting may be made to the city attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the city attorney, who will decide how to proceed in addressing the complaint.

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.

Article XIV. RESPECTFUL WORKPLACE POLICY

The city acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Section 14.01 Applicability

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, members of boards and commissions, applicants, contractors/vendors, elected officials and members of the public the expectations by the city of New Richland for respectful workplace conduct both in the workplace and other city-sponsored social events.

Section 14.02 Abusive Customer Behavior

While the city has a strong commitment to customer service, the city does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent unless their duties require them to remain (such as police officers). Employees must notify their supervisor about the incident as soon as possible.

Section 14.03 Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

(a) Violent behavior:

includes the use of physical force, harassment, bullying or intimidation.

(b) Discriminatory behavior:

includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

(c) 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 supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a

particular behavior is appropriate, the employee should request clarification from their supervisor or the city administrator.

(d) Sexual harassment:

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

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

(e) 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. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- 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.

Names and Pronouns: Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

Section 14.04 Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the city administrator, or city attorney promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee

should contact [city administrator](#) ~~human resources~~, the supervisor's manager ~~or the city administrator~~.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, [human resources](#), ~~your supervisor's supervisor~~, or the city administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The city urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, the city administrator, the mayor or councilmember of promptly of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor or the city administrator.

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

Section 14.05 Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to the city administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1(a). If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 1(b). Supervisors, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the city cannot promise complete confidentiality, due to the need to investigate the issue properly. However, any investigation process will be handled as confidentially as practical and related information will only be shared

on a need to know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

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

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

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The supervisor must notify the city administrator about the allegations (assuming the allegations do not involve the city administrator). For more information about what to do when allegations involve the city administrator, the mayor, or a councilmember, see “Special Reporting Requirements” below.

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The city will follow any other applicable policies or laws in the investigatory process.

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

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The city will take reasonable and timely action, depending on the circumstances of the situation.

The city is not voluntarily engaging in a dispute resolution process within the meaning of [Minn. Stat. § 363A.28, subd. 3\(b\)](#) by adopting and enforcing this workplace policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Section 14.06 Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

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

If a councilmember 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. In cases such as these, it is common for the city council to authorize an investigation by an independent investigator (consultant). The independent investigator will report his/her findings to the City Council. The city will take reasonable and timely action, depending on the circumstances of the situation.

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

If an elected or appointed city official (e.g., council member or commission member) is the victim of disrespectful workplace behavior, the city attorney will be consulted as to the appropriate course of action.

Section 14.07 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).

Section 14.08 Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor;
2. Your supervisor's manager
3. City administrator;
4. Mayor or city councilmember
5. In the event an employee feels retaliation has occurred by the city administrator or the city council, then reporting may be made to the city attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the city administrator, or if the complaint is against the city administrator to the city attorney, who will decide how to proceed in addressing the complaint.

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.

Article XV. POSSESSION AND USE OF DANGEROUS WEAPONS

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

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

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

Article XVI. SEPARATION FROM SERVICE

Section 16.01 Resignations

Employees wishing to leave the city service in good standing must provide a written resignation notice to their supervisor, at least ten working days before leaving. Exempt employees must give thirty calendar days' notice. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the city.

Section 16.02 Severance Pay

Employees who leave the employ of the city in good standing by retirement or resignation will receive pay for 100 percent of unused accrued annual leave (PTO).

Article XVII. DISCIPLINE

Section 17.01 General Policy

Supervisors are 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 New Richland City employees will be 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 supervisor and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Section 17.02 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.

Section 17.03 Process

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the 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 any city employee has a contractual right or guarantee (also known as a property right) to the job ~~he/she~~ they performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

(a) Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

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 supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

(b) 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 supervisor with prior approval from the city administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

(c) Suspension With or Without Pay

The city administrator may suspend an employee without pay 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.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

(d) Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the city administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

(e) Salary

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

(f) Dismissal

The city administrator, with the approval of the City Council, may dismiss an 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 his/her initial probationary period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

Article XVIII. GRIEVANCE PROCEDURE

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 the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty-one days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven calendar days.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the city administrator within seven days after the supervisor's response is due. The city administrator or his/her designee will respond to the employee in writing within seven calendar days. The decision of the city administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

Section 18.01 Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed 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 a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

Article XIX. EMPLOYEE EDUCATION & TRAINING

The city 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.

Section 19.01 Policy

The city will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

Section 19.02 Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and 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.

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the city.

The supervisor and the city administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Section 19.03 Job-Related Meetings

Attendance at professional meetings costing \$100 or less and directly related to the performance of the employee's work responsibilities do not require the approval of the city administrator. Advance supervisor approval is required to ensure adequate department coverage.

Section 19.04 Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the city.

Requests totaling more than \$101 must be approved by the employee's supervisor and the city administrator. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Section 19.05 Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the city administrator and are subject to final approval of the city council.

Section 19.067 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.

Section 19.078 Memberships and Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the city. Normally, one city membership per agency, as determined by the city administrator is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the city and are transferred to another employee by the supervisor.

Section 19.089 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a city employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. In no case will city funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties. The city will not reimburse employees for meals connected with training or meetings within city limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The city will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for city travel, who are not able to use a city vehicle, and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of \$75 per day will be allowed.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

Article XX. OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by the city of New Richland regard the city as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with 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 he/she is also being compensated by the city. Work performed for others while on approved vacation 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.
- Departments may establish more specific policies as appropriate, subject to the approval of the city administrator.

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.

Article XXI. DRUG/ALCOHOL FREE WORKPLACE

In accordance with federal law, the city of New Richland has adopted the following policy on drugs in the workplace:

DRUG/ALCOHOL-FREE WORKPLACE PLEDGE

The City of New Richland is committed to safeguarding the health of employees, and volunteers, providing a safe place to work, and supplying our customers with the highest quality service possible. As part of that commitment, the City of New Richland believes that illegal drugs and the abuse of alcohol have no place in the workplaces and establishes a drug-and-alcohol-free environment for all its workplaces.

PROHIBITED CONDUCT

Employees, volunteers, and applicants are strictly prohibited from possessing, manufacturing, distributing, storing, consuming, or otherwise using alcohol and illegal drugs, as defined by state or federal laws and regulations, on or in any city owned premise or worksite, at city activities or in any city owned vehicle.

On occasion, the City of New Richland permits alcohol consumption on its premises for city sponsored functions. The City of New Richland notifies employees about any such functions and expects employees to abide by the city's code of professional conduct when attending these functions (such as refraining from becoming intoxicated).

DRUG AND ALCOHOL TESTING

As part of the hiring process, the City of New Richland may conduct tests for applicants. Applicants are advised of the testing requirements in detail prior to an offer of employment.

Employees and volunteers can/may be tested for drugs or alcohol:

- For cause
- As part of annual or biennial physical examinations,
- On a random basis,
- Following accidents, specifically required by law,
- When returning from a lengthy absence from duty

Once selected for such testing, employees must sign and date the City of New Richland's Substance Abuse Testing Consent Form.

Employee/Volunteer testing conditions defined:

For-cause testing. Current employees/volunteers can be asked to submit to a drug and alcohol test if cause exists to indicate that their health or ability to perform work might be impaired. Factors that could establish cause include but aren't limited to: sudden changes in work performance; odor of alcohol or residual odor peculiar to some chemical or controlled substances; involvement in an accident or near-accident; or discovery or presence of illegal or suspicious substances or materials in employees' possession or near employees' workplace.

If the City of New Richland has cause to believe or has a reasonable suspicion that employees are impaired or are abusing legal or illegal substances, these findings and observations are documented and reviewed by the City Administrator before employees are asked to consent to a test and sign a Substance Abuse Testing Consent Form.

Annual or biennial testing. Drug testing is performed on employees as part of annual physical examinations or biennial physical examinations where examinations are required by state or federal laws and regulations.

Sensitive-position testing. Employees are tested randomly or at least on an annual basis if their work is classified as sensitive by the City of New Richland or by state or federal government contracts, laws or regulations. Employees in these positions are notified of their status and any drug testing requirements.

Post-accident testing. Employees involved in reportable accidents are tested for the use of alcohol or controlled substances as soon as possible after the reportable accident where such testing is required by state or federal laws and regulations.

Return-to-work/post-rehabilitation testing. Employees who return to work after an extended period of time away from employment with City of New Richland, usually six months or greater, must submit to drug and alcohol testing.

VIOLATIONS OF EMPLOYER'S DRUG AND ALCOHOL POLICY

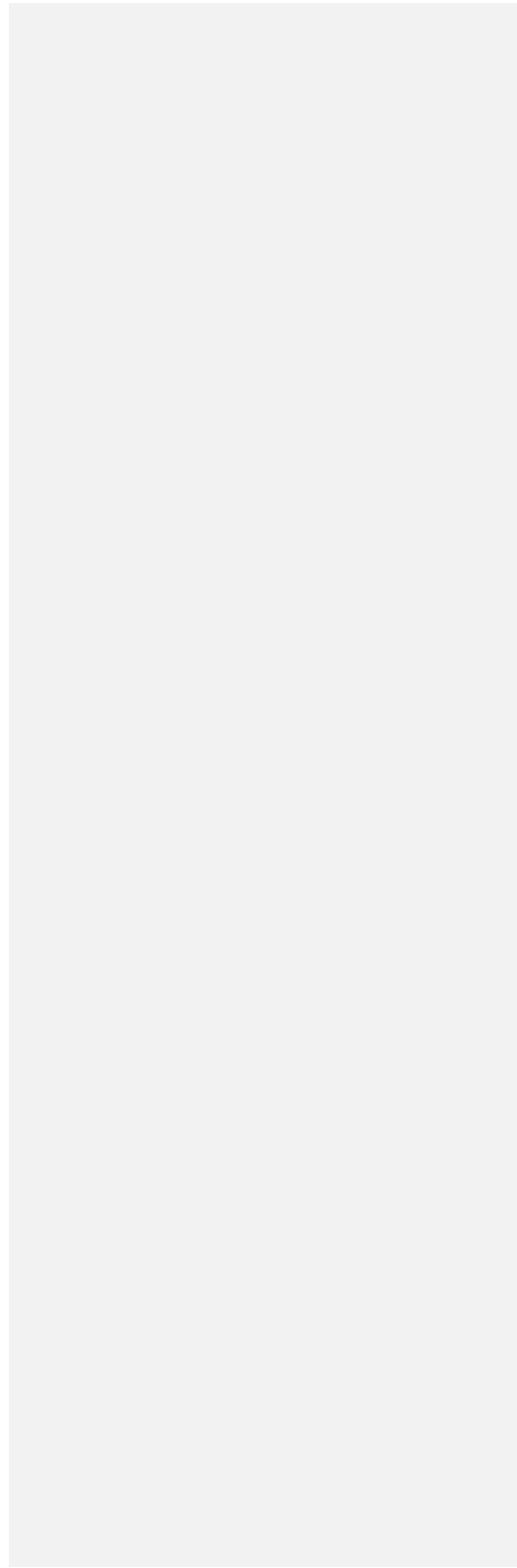
Employees or volunteers whose use of alcohol isn't otherwise permitted while on the City of New Richland's premises and worksites, at City of New Richland activities, or in any City of New Richland vehicle or who report for duty under the effects of alcohol are removed from the workplace, required to undergo testing, and disciplined (up to termination) under the City of New Richland's discipline policy. Such employees also can be subject to criminal investigation and prosecution.

Employees who possess, manufacture, distribute, store, consume, or otherwise use illegal drugs while on the City of New Richland's premises and worksites, at City of New Richland activities, or in any City of New Richland vehicle or who report for duty under the effects of illegal drugs are removed from the workplace, required to undergo testing, and disciplined (up to termination), under the City of New Richland's discipline policy. Such employees also can be subject to criminal investigation and prosecution.

If employees are arrested or convicted for driving under the influence or for violation of a criminal drug statute while working for the City of New Richland, they are expected to inform the City of New Richland of any such arrests or convictions by the next business day. [Employer] thoroughly investigates such circumstances. At a minimum, employees are removed from the workplace, and can be disciplined (up to termination), under the City of New Richland's discipline policy.

Employees who are selected for drug and alcohol testing and refuse to sign and date the City of New Richland's Substance Abuse Testing Consent Form can be disciplined (up to termination) under the City of New Richland's discipline policy. If the City of New Richland's physician, City Administrator, or a lab worker has a reasonable suspicion that employees have tampered with specimens for drug and alcohol tests, employees can be disciplined (up to termination) under the City of New Richland's discipline policy.

Violations of the City of New Richland's drug and alcohol policy can be considered violations of other City of New Richland policies.



Article XXII. CITY DRIVING POLICY

This policy applies to all employees who drive a vehicle on city business at least once 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.

The city will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first workday after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The city will determine appropriate action on a case-by-case basis.

Article XXIII. CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of city issued cellular telephones. Its application is to ensure 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.

Section 23.01 General Policy

Cellular telephones are intended for the use of city employees in the conduct of their work for the city. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained, or outside employment is served.
- All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Hands-free equipment will be provided with city-issued phones to facilitate the provisions of this policy.
- Reading/sending text messages, making or receiving phone calls, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.
 - In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed.

There is also a State law exception for authorized emergency vehicles while in the performance of official duties.

- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. See above “City Driving Policy” for more information on reporting driver’s license restrictions”

An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by city employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible. In cases where the city does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a city-provided cellular phone must be paid for by the employee through reimbursement to the city based on actual cost listed on the city’s phone bill.

Section 23.02 Procedures

It is the objective of the city of New Richland to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

Section 23.03 Responsibility

The city administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

Article XXIV. SAFETY

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, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Section 24.01 Reporting Accidents and Illnesses

Both Minnesota workers' 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 his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Section 24.02 Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Section 24.03 Unsafe Behavior

Supervisors are 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.

Section 24.04 Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities that correspond to their affirmed gender identity, regardless of their sex at birth. The city maintains separate restroom and/or changing facilities for male and female employees and allows employees to access them based on their gender identity.

In any gender-segregated facility, any employee who is uncomfortable using a shared facility, regardless of the reason, will, upon the employee's request, be provided with an appropriate alternative. This may include, for example, addition of a privacy partition or curtain, provision to use a nearby private restroom or office, or a separate changing schedule. However, the city will not require a transgender or gender diverse employee to use a separate, nonintegrated space, unless requested by the transgender or gender diverse employee, because it may publicly identify or marginalize the employee as transgender.

Under no circumstances may employees be required to use sex-segregated facilities that are inconsistent with their gender identity.

Policy Manual Revisions / Updates

06/12/23 - Updated policy manual to add Juneteenth as an observed Holiday. Approved by the New Richland City Council at the 6/12/23 meeting.

12/11/23 – Updated policy manual to include MN State mandated ESST and updated the Drug/Alcohol Free workplace Sections. Approved by the New Richland City Council at the 6/12/23 meeting.

Administrator's Report

The audit was the major focus for the month.

The February 10th joint ditch work session in Waseca County went well. Strategy and ideas were discussed, but nothing was committed to. Until a plan is committed to, discretion should be exercised so that individuals are contacted by the right people at the right time.

Drafted ordinances to address the golf cart issue; these are on Jason Moran's desk, and we are discussing corrections. They will be sent to the council in the coming weeks for review.

Met with representatives of the League of Minnesota Cities to learn more about the assistance they can offer.

Made connections with other administrators to use as resources when questions arise.

Only five blue notices went out this month thanks to Heather's efforts.

Pantheon hardware is all installed; we are now working on the necessary software. We do need to document if any of the council tablets are not working in the expected ways, or if there is difficulty with access.

Discussed with Dave Schmidt getting a few properties the City of New Richland owns off our books and back on the Tax Roll to add retail space downtown. As well as the possibility of approaching property owners in commercial-zoned buildings that are not using them in a manner consistent with their zoning, to see if they would be interested in using CEDA resources to renovate and attract businesses to those spaces.

Tyler T Lendt