



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, February 3, 2025 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-844-992-4726

City Council - Meeting Access Code: 2493 040 8853

Personnel and Finance Committee held: 2nd Floor Conference Room at 7:00 PM

Safety and Public Works Committee held: Council Chambers at 7:15 PM

Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV

1. **Call To Order**

2. **Roll Call**

___ T. Erickson ___ K. Bevans ___ J. Czczok ___ G. Johnson ___ K. Stunek ___ K. Yeager
___ M. O'Day ___ Mayor Badeaux

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval of Bills**

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Approve MN Lawful Gambling Application Submitted by St Joseph Catholic Church for an event to be held on May 16, 2025 at Northern Pacific Center, 1511 Northern Pacific Rd**

E. **Approve MN Lawful Gambling Application Submitted by Lakes Area Habitat for Humanity for an Event to be held at 415 8th Ave NE on May 4, 2025**

F. **Approve Temporary On-Sale Liquor License Application for Jackpine Brewery for an Event to be held at Essentia Health Sports Center, 502 Jackson Street, on March 21 & 22, 2025**

G. **Approve Hiring of 2025 Winter Temporary Employees**

6. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Council -
Time limits may be imposed

7. **Council Committee Reports**

A. **Personnel & Finance Committee**

1. Consider Approval of Technology Department Organizational Chart and Job Descriptions
2. Approve Distribution of 2024 Statewide Affordable Housing Aid (SAHA) Funds
3. Consider Request to Delay payment of SAC and WAC Charges and Deferred Assessment for Country Manor Development Project
4. Ratify Hiring of Aaron Forstrom as Transit Operations Specialist
5. Consider Approval of the Revised Employee Policy Manual
6. Annual Review and Approval of Investment Policy
7. Consider Allowing Pueringer to Assume Four Parking Spaces in Alley Parking Lot

B. **Safety & Public Works Committee**

1. Direction on Active Code Enforcement Cases
2. Discussion of City Maintained Flagpoles

8. **Unfinished Business**

A. **Call for Applicants**

Mayor Recommended: (terms to expire on 12/31 of said year)

Charter Commission – 2 terms (Expire 2025) 2 terms (Expire 2026)

Housing and Redevelopment Authority -- 1 term (Expire 2027)

Library Board-- 1 term (Expire 2027)

Transportation Advisory Committee- 2 terms (Expire 2025) 1 term (Expire 2026)

Council President Recommended: (terms expire on 12/31 of said year)

Airport Commission - 1 term (Expire 2027)

Planning Commission-- 2 terms (Expire 2027)

B. **Final Reading Propose Ordinance 1580 - Amending Section 600 of the City Code**

9. **New Business**

A. **Consider Public Utilities Commission Request to Add Conference Attendance Requirement to the Commission Description**

B. **Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 23-16 - South Brainerd Resurfacing Project**

- C. **Consider Amendment to Planned Unit Development (PUD) for Country Manor Development Project**
- D. **Conduct Public Hearing on Tax Abatement for Country Manor Brainerd Campus LLC; and Adopt Resolution Granting a Property Tax Abatement for Certain Property in the City and Approving a Tax Abatement Agreement with Country Manor Brainerd Campus LLC.**
- 10. **Staff Reports**
(Verbal: Any Updates since Packet)
- 11. **Mayor's Report**
- 12. **Council Member Reports**
- 13. **Adjourn**

Visit the City's Website at www.ci.brainerd.mn.us

MISSION

"Provide high quality, cost effective public services and leadership in creating a sustainable city"

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0011 - ACE HARDWARE:							
329868/1 86557	ACE HARDWARE MULTI-TOOL REPLACEMENT	01/16/2025 pziemer	02/05/2025	62.99	62.99	Open	N 02/05/2025
235-3100-42220	REPAIR & MAINT			62.99			
330013/1 86592	ACE HARDWARE CLEANING PRODUCTS	01/22/2025 pziemer	02/05/2025	15.27	15.27	Open	N 02/05/2025
225-2120-42220	REPAIR & MAINT			15.27			
330020/1 86681	ACE HARDWARE JCP PAINT ROLLER	01/23/2025 pziemer	02/05/2025	10.77	10.77	Open	N 02/05/2025
230-5200-42220	REPAIR & MAINT			10.77			
330087/1 86687	ACE HARDWARE WASHER/COUPLER	01/27/2025 pziemer	02/05/2025	12.58	12.58	Open	N 02/05/2025
225-2220-42210	OPERATING SUPPLIES			12.58			
Total for vendor 0011 - ACE HARDWARE:				101.61	101.61		
Vendor 2902 - ADVANCE AUTO PARTS:							
6574502128792 86571	ADVANCE AUTO PARTS SQD 402 MIRROR ADHESIVE	01/21/2025 pziemer	02/05/2025	11.00	11.00	Open	N 02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			11.00			
6574425572471 86576	ADVANCE AUTO PARTS CREDIT FOR RETURN	12/01/2024 pziemer	02/05/2025	(28.13)	(28.13)	Open	N 12/31/2024
235-3100-42220	REPAIR & MAINT			(28.13)			
Total for vendor 2902 - ADVANCE AUTO PARTS:				(17.13)	(17.13)		
Vendor 0533 - ALLEGRA:							
97020 86674	ALLEGRA VALIDATION ENVELOPES	01/22/2025 pziemer	02/05/2025	138.42	138.42	Open	N 02/05/2025
225-2120-42200	OFFICE SUPPLIES			138.42			
96919 86677	ALLEGRA LETTERHEAD & ENVELOPES - CITY	12/18/2024 pziemer	02/05/2025	1,251.94	1,251.94	Open	N 02/05/2025
101-1940-42200	OFFICE SUPPLIES			1,251.94			
Total for vendor 0533 - ALLEGRA:				1,390.36	1,390.36		
Vendor 4217 - ANDERSON CLEANERS:							

01/30/2025 01:52 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 2/27

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
57674							
86593	ANDERSON CLEANERS	01/17/2025	02/05/2025	26.33	26.33	Open	N
	CSO 774JW UNIFORM PATCHES	pziemer					02/05/2025
	225-2121-41113			26.33			
	UNIFORM ALLOWANCE						
	Total for vendor 4217 - ANDERSON CLEANERS:			26.33	26.33		
Vendor 4273 - ATLAS ABSTRACT & TITLE, INC:							
1/16/25 -HRA							
86545	ATLAS ABSTRACT & TITLE, INC	01/16/2025	02/05/2025	0.00	0.00	Void	N
	SCDP O&E REPORT - PUERINGER X4: 714 Ipziemer						02/05/2025
	202-6323-45520			400.00			
	CAPITAL - SINGLE FAM RENTAL						
	Total for vendor 4273 - ATLAS ABSTRACT & TITLE, INC:			0.00	0.00		
Vendor 0745 - BATTERIES PLUS:							
P79452945							
86556	BATTERIES PLUS	01/13/2025	02/05/2025	16.69	16.69	Open	N
	C2 - BATTERIES FOR EMERGENCY LIGHTS pziemer						02/05/2025
	225-2220-42210			16.69			
	OPERATING SUPPLIES						
	Total for vendor 0745 - BATTERIES PLUS:			16.69	16.69		
Vendor 3966 - BLUE SKY TRANSIT:							
12312024							
86678*	BLUE SKY TRANSIT	12/31/2024	02/05/2025	84,760.19	84,760.19	Open	N
	DEC 24 THIRD PARTY SERVICES	pziemer					12/31/2024
	203-9000-43401			12,320.55			
	VEHICLE REPAIRS						
	203-9000-43440			78,339.64			
	TRANSIT SERVICE CONTRACT PY						
	203-9000-43440			(5,900.00)			
	TRANSIT SERVICE CONTRACT PY						
	Total for vendor 3966 - BLUE SKY TRANSIT:			84,760.19	84,760.19		
Vendor 3906 - BRAINERD FAMILY YMCA:							
B23-0006							
86551	BRAINERD FAMILY YMCA	01/17/2025	02/05/2025	500.00	500.00	Open	N
	BD BOND REFUND - 703 OAK STREET	pziemer					02/05/2025
	101-0000-20701			500.00			
	B23-0006						
	Total for vendor 3906 - BRAINERD FAMILY YMCA:			500.00	500.00		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
JAN 2025							
86712	BRAINERD LAKES AREA DEV C	01/29/2025	02/05/2025	3,084.00	3,084.00	Open	N
	2025 EDA CONSULTING SVCS	pziemer					02/05/2025
	295-6510-43300			3,084.00			
	PROFESSIONAL SERVICES						
	Total for vendor 0078 - BRAINERD LAKES AREA DEV C:			3,084.00	3,084.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 0079 - BRAINERD LICENSE OFFICE:							
1/22/25							
86594	BRAINERD LICENSE OFFICE	01/22/2025	02/05/2025	16.25	16.25	Open	N
	SQD 403 - MN RENEWAL	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.25			
SQD 404 - 2025							
86610	BRAINERD LICENSE OFFICE	01/22/2025	02/05/2025	16.25	16.25	Open	N
	SQUAD 404 RENEWAL 2025	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.25			
SQD 405 - 2025							
86611	BRAINERD LICENSE OFFICE	01/22/2025	02/05/2025	16.25	16.25	Open	N
	SQUAD 405 RENEWAL 2025	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.25			
Total for vendor 0079 - BRAINERD LICENSE OFFICE:				48.75	48.75		
Vendor 0102 - CANON FINANCIAL SERVICE:							
37985850							
86590	CANON FINANCIAL SERVICE	01/21/2025	02/05/2025	80.69	80.69	Open	N
	FD COPIER CONTRACT 2/1/25-2/28/25	pziemer					02/05/2025
225-2220-43331	LEASED PAYMENTS			80.69			
37977892							
86671	CANON FINANCIAL SERVICE	01/21/2025	02/05/2025	77.97	77.97	Open	N
	LIBRARY COPIER 2/1/25-2/28/25	pziemer					02/05/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			77.97			
37975026							
86672	CANON FINANCIAL SERVICE	01/20/2025	02/05/2025	19.73	19.73	Open	N
	LIBRARY COPIER/FAX 2/1/25-2/28/25	pziemer					02/05/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			19.73			
Total for vendor 0102 - CANON FINANCIAL SERVICE:				178.39	178.39		
Vendor 1333 - CHAMBERLAIN OIL COMPANY:							
499213-00							
86720	CHAMBERLAIN OIL COMPANY	01/29/2025	02/05/2025	170.50	170.50	Open	N
	1 DEF DRUM	pziemer					02/05/2025
225-2220-42210	OPERATING SUPPLIES			170.50			
Total for vendor 1333 - CHAMBERLAIN OIL COMPANY:				170.50	170.50		
Vendor 1343 - CHARTER COMMUNICATIONS:							
175587701012125							
86714	CHARTER COMMUNICATIONS	01/21/2025	02/05/2025	46.85	46.85	Open	N
	BUSINESS TV	pziemer					02/05/2025
225-2120-43380	UTILITIES			46.85			
Total for vendor 1343 - CHARTER COMMUNICATIONS:				46.85	46.85		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

Vendor 0229 - CLIFTONLARSONALLEN LLP:

L251024290							
86709	CLIFTONLARSONALLEN LLP	01/22/2025	02/05/2025	1,890.00	1,890.00	Open	N
	2024 AUDIT - PROGRESS BILLING 1	pziemer					02/05/2025
101-9200-43300	PROFESSIONAL SERVICES			1,890.00			
	Total for vendor 0229 - CLIFTONLARSONALLEN LLP:			1,890.00	1,890.00		

Vendor 4269 - COLUMN SOFTWARE:

425BB603-0085							
86566	COLUMN SOFTWARE	01/07/2025	02/05/2025	73.45	73.45	Open	N
	NOH: COUNTRY MANOR TAX ABATEMENT	pziemer					02/05/2025
101-9200-43350	LEGAL PUBLICATIONS			73.45			
425BB603-0086							
86567	COLUMN SOFTWARE	01/08/2025	02/05/2025	89.93	89.93	Open	N
	NOTICE: TREE DISEASE 1-11-25	pziemer					02/05/2025
235-3100-43350	DNR - USD:PRINTING/LEGAL PUBLICATION			89.93			
425BB603-0084							
86617	COLUMN SOFTWARE	01/07/2025	02/05/2025	151.74	151.74	Open	N
	NOH: IMP 23:16 S. BRD RESURFACING	pziemer					02/05/2025
401-9030-43350-23:16	LEGAL PUBLICATIONS			151.74			
425BB603-0090							
86618	COLUMN SOFTWARE	01/22/2025	02/05/2025	33.45	33.45	Open	N
	NOH: ORD 1578 BREWPUBS	pziemer					02/05/2025
101-9200-43350	LEGAL PUBLICATIONS			33.45			
425BB603-0089							
86728	COLUMN SOFTWARE	01/22/2025	02/05/2025	102.78	102.78	Open	N
	ORD 1578 - LOT STANDARDS 1-25-25	pziemer					02/05/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			102.78			
	Total for vendor 4269 - COLUMN SOFTWARE:			451.35	451.35		

Vendor 0900 - CUB FOODS - BRAINERD:

TRX 149435							
86715	CUB FOODS - BRAINERD	01/28/2025	02/05/2025	117.80	117.80	Open	N
	FBI-LEEDA HOST TRAINING SUPPLIES -SH	pziemer					02/05/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			117.80			
	Total for vendor 0900 - CUB FOODS - BRAINERD:			117.80	117.80		

Vendor 0133 - CWC RECORDER:

25-400							
86562	CWC RECORDER	01/15/2025	02/05/2025	46.00	46.00	Open	N
	VARIANCE - FENCE 303 J ST NE	pziemer					02/05/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.00			
	Total for vendor 0133 - CWC RECORDER:			46.00	46.00		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0134 - CWC SANITARY LANDFILL:							
208231 86710	CWC SANITARY LANDFILL CITY HALL BASEMENT CLEANUP	01/29/2025 pziemer	02/05/2025	57.00	57.00	Open	N 02/05/2025
101-1940-42220	REPAIR & MAINT			57.00			
Total for vendor 0134 - CWC SANITARY LANDFILL:				57.00	57.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2376605 86565	DAHLHEIMER BEVERAGE LINERS - TRASHCANS	01/17/2025 pziemer	02/05/2025	21.25	21.25	Open	N 02/05/2025
211-5500-42220	REPAIR & MAINT			21.25			
2386817 86706	DAHLHEIMER BEVERAGE JANITORIAL SUPPLIES	01/29/2025 pziemer	02/05/2025	27.60	27.60	Open	N 02/05/2025
211-5500-42220	REPAIR & MAINT			27.60			
993-00141 86718	DAHLHEIMER BEVERAGE VAC TRUCK SANI-RINSE	01/29/2025 pziemer	02/05/2025	103.50	103.50	Open	N 02/05/2025
237-3190-42210	OPERATING SUPPLIES			103.50			
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				152.35	152.35		
Vendor MISC - DAIRYLAND OPERATIONS LLC:							
B23-0007 86552	DAIRYLAND OPERATIONS LLC BD BOND REFUND - 3 WASHINGTON ST	01/17/2025 pziemer	02/05/2025	500.00	500.00	Open	N 02/05/2025
101-0000-20701	B23-0007			500.00			
Total for vendor MISC - DAIRYLAND OPERATIONS LLC:				500.00	500.00		
Vendor 4215 - DESIGN ELECTRIC INC:							
25181 86615	DESIGN ELECTRIC INC CROSSWALK CROSSING REPAIR	01/27/2025 pziemer	02/05/2025	293.20	293.20	Open	N 02/05/2025
235-3170-42220	REPAIR & MAINT			293.20			
Total for vendor 4215 - DESIGN ELECTRIC INC:				293.20	293.20		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:							
JAN 2025 86711	DESTINATION DOWNTOWN BRAINERD COALI 2025 EDA CONSULTING SVCS	01/29/2025 pziemer	02/05/2025	833.34	833.34	Open	N 02/05/2025
295-6510-43300	PROFESSIONAL SERVICES			833.34			
Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:				833.34	833.34		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 4383 - DINGES FIRE COMPANY:							
65410 86686	DINGES FIRE COMPANY QTY 10 FIRE GLOVES	01/27/2025 pziemer	02/05/2025	969.42	969.42	Open	N 02/05/2025
225-2220-42250	PERSONAL PROTECTIVE GEAR			969.42			
Total for vendor 4383 - DINGES FIRE COMPANY:				969.42	969.42		
Vendor 0921 - DONDELINGER'S:							
164129 86675	DONDELINGER'S SQD 412 BRAKE PADS/ROTORS	01/27/2025 pziemer	02/05/2025	1,142.95	1,142.95	Open	N 02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			1,142.95			
Total for vendor 0921 - DONDELINGER'S:				1,142.95	1,142.95		
Vendor 3480 - FALLS FLAG SOURCE:							
27146 86605	FALLS FLAG SOURCE FLAGS DOWNTOWN/TOWER	01/24/2025 pziemer	02/05/2025	870.00	870.00	Open	N 02/05/2025
101-1940-42220	REPAIR & MAINT			870.00			
Total for vendor 3480 - FALLS FLAG SOURCE:				870.00	870.00		
Vendor 0170 - FASTENAL COMPANY:							
MNBAX271816 86606	FASTENAL COMPANY VAC/SWR TRUCK SAFETY CONES	01/23/2025 pziemer	02/05/2025	88.00	88.00	Open	N 02/05/2025
237-3190-42220	REPAIR & MAINT			88.00			
Total for vendor 0170 - FASTENAL COMPANY:				88.00	88.00		
Vendor 4195 - FIFTH ASSET, INC:							
DB2003843 86722	FIFTH ASSET, INC DEBTBOOK SOFTWARE 2/27/25-2/26/26	01/15/2025 pziemer	02/05/2025	17,500.00	17,500.00	Open	N 02/05/2025
260-9020-43309	COMPUTER SUPPORT			6,883.34			
260-0000-15500	PREPAID EXPENSE			1,376.66			
101-1400-43309	COMPUTER TECHNICAL SUPPORT			7,700.00			
101-0000-15500	PREPAID EXPENSE			1,540.00			
Total for vendor 4195 - FIFTH ASSET, INC:				17,500.00	17,500.00		
Vendor 1967 - FRONTIER PRECISION INC:							
INV316813 86591	FRONTIER PRECISION INC TRIMBLE GPS DEVICE/SUBSCRIPTION	01/20/2025 pziemer	02/05/2025	1,069.20	1,069.20	Open	N 02/05/2025
237-3190-42210	OPERATING SUPPLIES			1,069.20			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 1967 - FRONTIER PRECISION INC:				1,069.20	1,069.20		
Vendor 0186 - GALLS LLC:							
030092096							
86595	GALLS LLC	01/07/2025	02/05/2025	265.49	265.49	Open	N
	CSO UNIFORM SHIRTS	pziemer					02/05/2025
225-2121-41113	UNIFORM ALLOWANCE			265.49			
030104200							
86596	GALLS LLC	01/08/2025	02/05/2025	330.29	330.29	Open	N
	CSO 774JW INITIAL ISSUE	pziemer					02/05/2025
225-2121-41113	UNIFORM ALLOWANCE			330.29			
Total for vendor 0186 - GALLS LLC:				595.78	595.78		
Vendor 0201 - HEARTLAND TIRE SERVICE INC:							
15029204							
86607	HEARTLAND TIRE SERVICE INC	01/27/2025	02/05/2025	21.20	21.20	Open	N
	TRAFFIC CONTROL TRAILER TIRE REPAIR	pziemer					02/05/2025
235-3170-42220	REPAIR & MAINT			21.20			
Total for vendor 0201 - HEARTLAND TIRE SERVICE INC:				21.20	21.20		
Vendor 4196 - HOLMSTROM, MATT:							
2024 MILEAGE							
86679	HOLMSTROM, MATT	01/17/2025	02/05/2025	39.48	39.48	Open	N
	REIMB BATTALION CHIEF MILEAGE	pziemer					02/05/2025
225-2500-43430	MISCELLANEOUS			39.48			
Total for vendor 4196 - HOLMSTROM, MATT:				39.48	39.48		
Vendor 2791 - INTEGRITY EMPLOYEE BENEFITS, LLC:							
BC273							
86609	INTEGRITY EMPLOYEE BENEFITS, LLC	01/01/2025	02/05/2025	2,831.40	2,831.40	Open	N
	BENEFITS CONNECT 1/1/25-12/31/25	pziemer					02/05/2025
101-1400-43309	COMPUTER TECHNICAL SUPPORT			1,306.80			
260-9020-43430	MISCELLANEOUS			138.60			
101-0000-14100	DUE FROM COMPONENT UNIT			1,049.40			
101-0000-14100	DUE FROM COMPONENT UNIT			336.60			
Total for vendor 2791 - INTEGRITY EMPLOYEE BENEFITS, LLC:				2,831.40	2,831.40		
Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:							
1/6/2025							
86584	KITCHIGAMI REGIONAL LIBRARY - CC	01/08/2025	02/05/2025	121.10	121.10	Open	N
	REMIT LIB CC CHARGES THRU 1/6/25	pziemer					02/05/2025
211-0000-20800	DUE TO OTHER GOVT UNITS			121.10			
Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:				121.10	121.10		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 3469 - LAKES AREA MAT SERVICE INC:							
20250128 #520 86682	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS	01/28/2025 pziemer	02/05/2025	58.88	58.88	Open	N 02/05/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
20250114 #520 86683	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS	01/14/2025 pziemer	02/05/2025	58.88	58.88	Open	N 02/05/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
20250128 #522 86684	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS	01/28/2025 pziemer	02/05/2025	48.64	48.64	Open	N 02/05/2025
101-1940-43410	RENTAL EXPENSE			48.64			
20250114 #522 86685	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS	01/14/2025 pziemer	02/05/2025	48.64	48.64	Open	N 02/05/2025
101-1940-43410	RENTAL EXPENSE			48.64			
Total for vendor 3469 - LAKES AREA MAT SERVICE INC:				215.04	215.04		
Vendor 3627 - LAKES AREA WILDLIFE CONTROL:							
JAN 2025 86588	LAKES AREA WILDLIFE CONTROL JAN 25 ANIMAL CONTROL CONTRACT	01/21/2025 pziemer	02/05/2025	3,263.00	3,263.00	Open	N 02/05/2025
225-2700-43300	PROFESSIONAL SERVICES			3,263.00			
Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:				3,263.00	3,263.00		
Vendor 0227 - LAKES PRINTING:							
00224999 86589	LAKES PRINTING QTY 3000 TRANSIT BROCHURES	12/31/2024 pziemer	02/05/2025	1,243.45	1,243.45	Open	N 12/31/2024
203-9000-43340	ADVERTISING/MARKETING			1,243.45			
Total for vendor 0227 - LAKES PRINTING:				1,243.45	1,243.45		
Vendor 2141 - M&M EXPRESS SALES & SERVICE:							
552466 86585	M&M EXPRESS SALES & SERVICE SHARPEN CHAINS	01/21/2025 pziemer	02/05/2025	80.56	80.56	Open	N 02/05/2025
225-2220-42210	OPERATING SUPPLIES			80.56			
552950 86717	M&M EXPRESS SALES & SERVICE CHAINSAW REPAIRS	01/29/2025 pziemer	02/05/2025	194.92	194.92	Open	N 02/05/2025
225-2220-42210	OPERATING SUPPLIES			194.92			
Total for vendor 2141 - M&M EXPRESS SALES & SERVICE:				275.48	275.48		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 1753 - MARCO - NW 7128:							
INV13445355 86673	MARCO - NW 7128 MICROSOFT365 12/16/24-1/15/25	01/27/2025 pziemer	02/05/2025	2,671.50	2,671.50	Open	N 02/05/2025
101-1800-43309 260-9020-43309	COMPUTER SUPPORT COMPUTER SUPPORT			2,447.50 224.00			
INV13458257 86724	MARCO - NW 7128 CISCO SECURE ENDPOINT 2/1/25-1/31/26	01/29/2025 pziemer	02/05/2025	8,508.50	8,508.50	Open	N 02/05/2025
101-1800-43309 101-0000-15510	COMPUTER SUPPORT PREPAID OTHER			7,799.46 709.04			
Total for vendor 1753 - MARCO - NW 7128:				11,180.00	11,180.00		
Vendor 3889 - MID-AM TEXTILES, INC:							
1/14/25 86570	MID-AM TEXTILES, INC SHOP TOWELS	01/14/2025 pziemer	02/05/2025	158.00	158.00	Open	N 02/05/2025
235-3100-42220	REPAIR & MAINT			158.00			
Total for vendor 3889 - MID-AM TEXTILES, INC:				158.00	158.00		
Vendor 0254 - MILLS MOTORS INC:							
112534 86612	MILLS MOTORS INC TRUCK TOPPER FOR C1	01/17/2025 pziemer	02/05/2025	3,917.00	3,917.00	Open	N 02/05/2025
404-9055-45550	CAPITAL - VEHICLES			3,917.00			
Total for vendor 0254 - MILLS MOTORS INC:				3,917.00	3,917.00		
Vendor 1448 - MN DEPT OF TRANSPORTATION:							
846889 86604	MN DEPT OF TRANSPORTATION 21-10 GREENWOOD STREET THRU 12/23/24	01/24/2025 pziemer	02/05/2025	37,612.38	37,612.38	Open	N 12/31/2024
401-9030-45530-18:13	CAPITAL-PYMTS TO CONTRACTS			37,612.38			
Total for vendor 1448 - MN DEPT OF TRANSPORTATION:				37,612.38	37,612.38		
Vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:							
8937 86707	MN STATE FIRE CHIEFS ASSOCIATION 2025 FOTOS CONF. X3 REGISTERED	01/06/2025 pziemer	02/05/2025	855.00	855.00	Open	N 02/05/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			855.00			
Total for vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:				855.00	855.00		
Vendor 1021 - MOTOROLA:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
1411135911							
86597	MOTOROLA	01/27/2025	02/05/2025	13,425.00	13,425.00	Open	N
	EVIDENCE LIBRARY STORAGE 10/1/24-9/30	pziemer					02/05/2025
225-2120-43309	COMPUTER TECHNICAL SUPPORT			13,425.00			
	Total for vendor 1021 - MOTOROLA:			13,425.00	13,425.00		

Vendor 3168 - MOTORS-N-MORE:

30962							
86572	MOTORS-N-MORE	01/17/2025	02/05/2025	23.00	23.00	Open	N
	SQD 415 OIL CHANGE	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30963							
86573	MOTORS-N-MORE	01/17/2025	02/05/2025	23.00	23.00	Open	N
	SQD 414 OIL CHANGE	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30964							
86574	MOTORS-N-MORE	01/17/2025	02/05/2025	23.00	23.00	Open	N
	SQD 405 OIL CHANGE	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30971							
86600	MOTORS-N-MORE	01/23/2025	02/05/2025	23.00	23.00	Open	N
	SQD 437 OIL CHANGE	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
30972							
86601	MOTORS-N-MORE	01/23/2025	02/05/2025	53.45	53.45	Open	N
	SQD 411 OIL CHANGE AND TIRES ROTATED	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			53.45			
30976							
86613	MOTORS-N-MORE	01/24/2025	02/05/2025	53.45	53.45	Open	N
	SQD 412 OIL CHANGE/ROTATE TIRES	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			53.45			
30983							
86716	MOTORS-N-MORE	01/29/2025	02/05/2025	50.00	50.00	Open	N
	SQD 442 OIL CHANGE	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
	Total for vendor 3168 - MOTORS-N-MORE:			248.90	248.90		

Vendor 0273 - NAPA AUTO PARTS:

776896							
86608	NAPA AUTO PARTS	01/24/2025	02/05/2025	299.99	299.99	Open	N
	MULTIMETER	pziemer					02/05/2025
235-3100-42240	SMALL TOOLS			299.99			
	Total for vendor 0273 - NAPA AUTO PARTS:			299.99	299.99		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

Vendor 0736 - NORTHLAND FIRE PROTECTION:

61559							
86586	NORTHLAND FIRE PROTECTION	01/21/2025	02/05/2025	78.35	78.35	Open	N
	RECHARGE EXTINGUISHERS	pziemer					02/05/2025
225-2220-42210	OPERATING SUPPLIES			78.35			
	Total for vendor 0736 - NORTHLAND FIRE PROTECTION:			78.35	78.35		

Vendor 0284 - OFFICE SHOP:

1149553-0							
86719	OFFICE SHOP	12/18/2024	02/05/2025	8.46	8.46	Open	N
	BINDER - TRANSIT	pziemer					02/05/2025
203-9000-42200	OFFICE SUPPLIES			8.46			
1148805-0							
86723	OFFICE SHOP	12/01/2024	02/05/2025	4,034.25	4,034.25	Open	N
	SQUAD ROOM CHAIRS	pziemer					12/31/2024
400-9050-45530	CAPITAL - OTHER			4,034.25			
	Total for vendor 0284 - OFFICE SHOP:			4,042.71	4,042.71		

Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:

1647-328574							
86575	O'REILLY AUTOMOTIVE STORES INC.	01/21/2025	02/05/2025	44.94	44.94	Open	N
	SQUAD OIL	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			44.94			
1647-328645							
86616	O'REILLY AUTOMOTIVE STORES INC.	01/21/2025	02/05/2025	21.99	21.99	Open	N
	SKIDSTEER ANTIGEL	pziemer					02/05/2025
230-5200-42220	REPAIR & MAINT			21.99			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			66.93	66.93		

Vendor 3413 - RATWIK, ROSZAK AND MALONEY:

DEC 2024							
86725	RATWIK, ROSZAK AND MALONEY	01/01/2025	02/05/2025	20,709.88	20,709.88	Open	N
	DEC 24 RETAINER/SPECIAL SERVICES	pziemer					02/05/2025
101-1610-43301	CITY ATTORNEY			4,499.99			
101-0000-14100	DUE FROM COMPONENT UNIT			450.50			
101-1610-43301	CITY ATTORNEY			1,531.00			
101-0000-14100	DUE FROM COMPONENT UNIT			14,007.39			
101-2400-43405	NUISANCES			221.00			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			20,709.88	20,709.88		

Vendor 4381 - REVOLV MANUFACTURING INC:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
1/17/25							
86558	REVOLV MANUFACTURING INC	01/17/2025	02/05/2025	2,065.39	2,065.39	Open	N
	1100 INDUSTRIAL PARK RD SW - EXTERIOR	pziemer					02/05/2025
295-6510-43434	ECONOMIC INITIATIVES			2,065.39			
	Total for vendor 4381 - REVOLV MANUFACTURING INC:			2,065.39	2,065.39		
Vendor 4173 - ROB MUELLER ELECTRIC:							
1687CM							
86583	ROB MUELLER ELECTRIC	01/22/2025	02/05/2025	4,875.00	4,875.00	Open	N
	STREET GARAGE INTERIOR LIGHT REPLACEMENT	pziemer					02/05/2025
235-3100-42220	REPAIR & MAINT			4,875.00			
	Total for vendor 4173 - ROB MUELLER ELECTRIC:			4,875.00	4,875.00		
Vendor 4000 - SCHELLIN, JEFF:							
2024 MILEAGE							
86680	SCHELLIN, JEFF	01/17/2025	02/05/2025	90.16	90.16	Open	N
	BATTALION CHIEF MILEAGE 2024	pziemer					02/05/2025
225-2500-43430	MISCELLANEOUS			90.16			
	Total for vendor 4000 - SCHELLIN, JEFF:			90.16	90.16		
Vendor 3612 - SEVERSON PORTER LAW:							
JAN 2025							
86587	SEVERSON PORTER LAW	01/21/2025	02/05/2025	19,430.95	19,430.95	Open	N
	JAN 25 PROSECUTION AGREEMENT - NEW R	pziemer					02/05/2025
225-2127-43310	MISDEMEANOR PROSECUTOR			19,430.95			
	Total for vendor 3612 - SEVERSON PORTER LAW:			19,430.95	19,430.95		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
481643							
86568	SHORT ELLIOTT HENDRICKSON	01/16/2025	02/05/2025	15,140.34	15,140.34	Open	N
	23:13 BRD WILLOW/6TH ROUNDABOUT THRU	pziemer					12/31/2024
401-9030-43300-23:13	PROFESSIONAL SERVICES			15,140.34			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			15,140.34	15,140.34		
Vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :							
0678361-IN							
86614	SIRCHIE FINGER PRINT LABORATORIES,	01/24/2025	02/05/2025	39.81	39.81	Open	N
	EVIDENCE SUPPLIES	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			39.81			
	Total for vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :			39.81	39.81		
Vendor 3138 - ST. LOUIS MRO INC.:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
63836							
86569	ST. LOUIS MRO INC.	01/01/2025	02/05/2025	49.00	49.00	Open	N
	QTY 2 PRE-EMPTY CHECKS	pziemer					12/31/2024
101-0000-14100	DUE FROM COMPONENT UNIT			24.50			
230-5200-43430	MISCELLANEOUS			24.50			
	Total for vendor 3138 - ST. LOUIS MRO INC.:			49.00	49.00		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1740652							
86598	STREICHERS PROF EQUIP	01/16/2025	02/05/2025	27.98	27.98	Open	N
	CSO 774JW INITIAL ISSUE	pziemer					02/05/2025
225-2121-41113	UNIFORM ALLOWANCE			27.98			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			27.98	27.98		
Vendor MISC - SUTTON, TODD & GABRIELLE:							
B22-0006							
86550	SUTTON, TODD & GABRIELLE	01/17/2025	02/05/2025	500.00	500.00	Open	N
	BD BOND REFUND - 1202 6TH ST S	pziemer					02/05/2025
101-0000-20701	B22-0006			500.00			
	Total for vendor MISC - SUTTON, TODD & GABRIELLE:			500.00	500.00		
Vendor 4382 - TOENYAN TREE SERVICE, LLC:							
CC1736865659072-1							
86559	TOENYAN TREE SERVICE, LLC	01/14/2025	02/05/2025	8,500.00	8,500.00	Open	N
	ASH TREE REMOVALS - CITY OF BRAINERD	pziemer					02/05/2025
235-3100-43300	DNR - USD/PROFESSIONAL SERVICES			8,500.00			
	Total for vendor 4382 - TOENYAN TREE SERVICE, LLC:			8,500.00	8,500.00		
Vendor MISC - TRI-COUNTY COMM ACTION PRTRNSHP INC:							
B24-0001							
86553	TRI-COUNTY COMM ACTION PRTRNSHP INC	01/17/2025	02/05/2025	500.00	500.00	Open	N
	BD BOND REFUND - 418 8TH AVE	pziemer					02/05/2025
101-0000-20701	B24-0001			500.00			
B24-0003							
86554	TRI-COUNTY COMM ACTION PRTRNSHP INC	01/17/2025	02/05/2025	500.00	500.00	Open	N
	BD BOND REFUND - 2410 OAK	pziemer					02/05/2025
101-0000-20701	B24-0003			500.00			
B24-0005							
86555	TRI-COUNTY COMM ACTION PRTRNSHP INC	01/17/2025	02/05/2025	500.00	500.00	Open	N
	BD BOND REFUND - 418 8TH AVE NE	pziemer					02/05/2025
101-0000-20701	B24-0005			500.00			
	Total for vendor MISC - TRI-COUNTY COMM ACTION PRTRNSHP INC:			1,500.00	1,500.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 1612 - US BANK:							
7619089							
86705	US BANK	01/24/2025	02/05/2025	500.00	500.00	Open	N
	MN GO BONDS 2015A	pziemer					02/05/2025
237-3190-43300	PROFESSIONAL SERVICES			200.00			
238-3160-43300	PROFESSIONAL SERVICES			300.00			
Total for vendor 1612 - US BANK:				500.00	500.00		
Vendor 0039 - VESTIS:							
2530361217							
86560	VESTIS	01/16/2025	02/05/2025	86.63	86.63	Open	N
	RUGS AND OVERALLS	pziemer					02/05/2025
235-3100-43430	MISCELLANEOUS			86.63			
2530363663							
86599	VESTIS	01/23/2025	02/05/2025	62.35	62.35	Open	N
	RUGS AND OVERALLS	pziemer					02/05/2025
235-3100-43430	MISCELLANEOUS			62.35			
Total for vendor 0039 - VESTIS:				148.98	148.98		
Vendor 0087 - VISIT BRAINERD:							
JAN 2025							
86713	VISIT BRAINERD	01/29/2025	02/05/2025	5,258.33	5,258.33	Open	N
	2025 EDA CONSULTING SVCS	pziemer					02/05/2025
295-6510-43300	PROFESSIONAL SERVICES			5,258.33			
Total for vendor 0087 - VISIT BRAINERD:				5,258.33	5,258.33		
Vendor 0349 - W.W. THOMPSON CONCRETE:							
2501-752457							
86602	W.W. THOMPSON CONCRETE	01/24/2025	02/05/2025	108.90	108.90	Open	N
	CONCRETE - GARAGE DRAIN REPAIR	pziemer					02/05/2025
235-3100-42220	REPAIR & MAINT			108.90			
2501-752494							
86603	W.W. THOMPSON CONCRETE	01/24/2025	02/05/2025	62.10	62.10	Open	N
	CONCRETE - GARAGE DRAIN REPAIR	pziemer					02/05/2025
235-3100-42220	REPAIR & MAINT			62.10			
Total for vendor 0349 - W.W. THOMPSON CONCRETE:				171.00	171.00		
Vendor 1159 - WINNERS TROPHY:							
13668							
86676	WINNERS TROPHY	01/24/2025	02/05/2025	288.00	288.00	Open	N
	SIGNS FOR CITY MEETINGS	pziemer					02/05/2025
230-5200-43430	MISCELLANEOUS			32.00			
101-1800-43430	MISCELLANEOUS			32.00			
101-9200-43430	MISCELLANEOUS			224.00			

01/30/2025 01:52 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 15/27

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

Total for vendor 1159 - WINNERS TROPHY:

288.00

288.00

Vendor 0354 - ZIEGLER, INC:

IN001772801

86561

ZIEGLER, INC

01/16/2025

02/05/2025

332.22

332.22

Open

N

SKID STEER LIGHTS

pziemer

02/05/2025

400-3100-45500

STREET CAPITAL OUTLAY

166.11

400-5200-45500

PARKS CAPITAL OUTLAY

166.11

IN001786585

86721

ZIEGLER, INC

01/29/2025

02/05/2025

36.33

36.33

Open

N

GRADER 112 12V WIRING HARNESS

pziemer

02/05/2025

235-3100-42220

REPAIR & MAINT

36.33

Total for vendor 0354 - ZIEGLER, INC:

368.55

368.55

PCard: 2257 U.S. BANK Card Holder: CITY HALL

Vendor 3698 - AMAZON:

1/2/25

86623

AMAZON

01/02/2025

02/05/2025

376.58

376.58

Open

N

AWS DEC 2024

pziemer

12/31/2024

101-1800-43309

COMPUTER SUPPORT

376.58

1/16/25

86637

AMAZON

01/16/2025

02/05/2025

58.00

58.00

Open

N

TIMECLOCKS X2

pziemer

02/05/2025

230-5209-42210

OPERATING SUPPLIES

29.00

230-5211-42210

OPERATING SUPPLIES

29.00

Total for vendor 3698 - AMAZON:

434.58

434.58

Vendor 3930 - BEST WESTERN PLUS:

1/1/25

86627

BEST WESTERN PLUS

01/01/2025

02/05/2025

234.78

234.78

Open

N

HOTEL STAY FOR TRAINING - J.KRAMVIK

pziemer

02/05/2025

101-2400-43330

PROFESSIONAL DEVELOPMENT

234.78

Total for vendor 3930 - BEST WESTERN PLUS:

234.78

234.78

Vendor 4191 - CROWNE PLAZA:

1/15/25

86630

CROWNE PLAZA

01/15/2025

02/05/2025

147.27

147.27

Open

N

HOTEL FOR CONF. B. BOSER

pziemer

02/05/2025

101-1400-43330

PROFESSIONAL DEVELOPMENT

147.27

1/15/25 - 2

86631

CROWNE PLAZA

01/15/2025

02/05/2025

147.27

147.27

Open

N

HOTEL STAY FOR CONF. K.SCHUBERT

pziemer

02/05/2025

101-1400-43330

PROFESSIONAL DEVELOPMENT

147.27

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Inv Ref#	Description	Entered By					
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: CITY HALL

Total for vendor 4191 - CROWNE PLAZA:	294.54	294.54
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Vendor 0133 - CWC RECORDER:

1/8/25							
86621	CWC RECORDER	01/08/2025	02/05/2025	10.00	10.00	Open	N
	SELF-SERVICE WEB ACCESS 1 DAY - COM	pziemer					02/05/2025
	101-2400-43433 DUES & SUBSCRIPTIONS			10.00			
1/2/25							
86626	CWC RECORDER	01/02/2025	02/05/2025	10.00	10.00	Open	N
	1 DAY ACCESS WEB SERVICES - ADMIN -DE	pziemer					02/05/2025
	101-1400-43433 DUES & SUBSCRIPTIONS			10.00			
	Total for vendor 0133 - CWC RECORDER:			20.00	20.00		

Vendor 1289 - INT'L CODE COUNCIL:

1/3/25							
86622	INT'L CODE COUNCIL	01/03/2025	02/05/2025	187.50	187.50	Open	N
	BUILDING CODE BOOKS	pziemer					02/05/2025
	101-2400-43435 BOOKS & PAMPHLETS			187.50			
1/3/25 - 2							
86624	INT'L CODE COUNCIL	01/03/2025	02/05/2025	240.00	240.00	Open	N
	PERMIT TEST -S.BESTUL	pziemer					02/05/2025
	101-2400-43330 PROFESSIONAL DEVELOPMENT			240.00			
1/16/25							
86625	INT'L CODE COUNCIL	01/16/2025	02/05/2025	48.00	48.00	Open	N
	PERMIT TEST BOOK -S.BESTUL	pziemer					02/05/2025
	101-2400-43330 PROFESSIONAL DEVELOPMENT			48.00			
	Total for vendor 1289 - INT'L CODE COUNCIL:			475.50	475.50		

Vendor 3211 - NATIONAL PELRA ADMIN OFFICE:

1/15/25							
86628	NATIONAL PELRA ADMIN OFFICE	01/15/2025	02/05/2025	100.00	100.00	Open	N
	2025 WINTER CONF. REG - B.BOSER	pziemer					02/05/2025
	101-1400-43330 PROFESSIONAL DEVELOPMENT			100.00			
1/15/25 - 2							
86629	NATIONAL PELRA ADMIN OFFICE	01/15/2025	02/05/2025	180.00	180.00	Open	N
	2025 MEMBERSHIP B.BOSER	pziemer					02/05/2025
	101-1400-43433 DUES & SUBSCRIPTIONS			180.00			
1/24/25							
86636	NATIONAL PELRA ADMIN OFFICE	01/24/2025	02/05/2025	100.00	100.00	Open	N
	2025 WINTER CONF. K.SCHUBERT	pziemer					02/05/2025
	101-1400-43330 PROFESSIONAL DEVELOPMENT			100.00			
	Total for vendor 3211 - NATIONAL PELRA ADMIN OFFICE:			380.00	380.00		

01/30/2025 01:52 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 17/27

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: CITY HALL

Vendor MISC - US DEPT OF TRANSPORTATION:

1/3/25							
86635	US DEPT OF TRANSPORTATION	01/03/2025	02/05/2025	25.00	25.00	Open	N
	2025 ANNUAL USDOT QUERIES	pziemer					02/05/2025
	101-9200-43430 MISCELLANEOUS			25.00			
	Total for vendor MISC - US DEPT OF TRANSPORTATION:			25.00	25.00		

Vendor 3697 - USPS:

1/22/25							
86632	USPS	01/22/2025	02/05/2025	27.55	27.55	Open	N
	SHIPPING - TRANSIT TICKETS	pziemer					02/05/2025
	203-9000-43322 POSTAGE			27.55			
1/6/25							
86633	USPS	01/06/2025	02/05/2025	36.82	36.82	Open	N
	SHIPPING - TRANSIT TICKETS	pziemer					02/05/2025
	203-9000-43322 POSTAGE			36.82			
1/6/25 - HR							
86634	USPS	01/06/2025	02/05/2025	3.54	3.54	Open	N
	HR POSTAGE - POSTAGE MACHINE WAS DOWN	pziemer					02/05/2025
	230-5200-43322 POSTAGE			3.54			
	Total for vendor 3697 - USPS:			67.91	67.91		

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

1/18/25							
86620	ZOOM VIDEO COMMUNICATIONS	01/18/2025	02/05/2025	31.98	31.98	Open	N
	ZOOM 1/18/25-2/17/25	pziemer					02/05/2025
	101-1800-43309 COMPUTER SUPPORT			31.98			
	Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:			31.98	31.98		

Total PCard: 2257 U.S. BANK Card Holder: CITY HALL

1,964.29	1,964.29
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01/30/2025 01:52 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 18/27

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

GL Distribution GRANT

PCard: 2257 U.S. BANK Card Holder: FIRE

Vendor 3698 - AMAZON:

1/9/25

86640

AMAZON

01/09/2025

02/05/2025

53.95

53.95

Open

N

DETERGENT, SOAP

pziemer

02/05/2025

225-2220-42210

OPERATING SUPPLIES

53.95

Total for vendor 3698 - AMAZON:

53.95

53.95

Vendor 3719 - FLEET FARM:

1/24/25

86639

FLEET FARM

01/24/2025

02/05/2025

69.95

69.95

Open

N

BATTERY CHARGER

pziemer

02/05/2025

225-2220-42210

OPERATING SUPPLIES

69.95

Total for vendor 3719 - FLEET FARM:

69.95

69.95

Vendor 2989 - HOME DEPOT:

1/13/25

86638

HOME DEPOT

01/13/2025

02/05/2025

5.50

5.50

Open

N

75' ROPE - TRAINING

pziemer

02/05/2025

225-2220-42210

OPERATING SUPPLIES

5.50

Total for vendor 2989 - HOME DEPOT:

5.50

5.50

Total PCard: 2257 U.S. BANK Card Holder: FIRE

129.40

129.40

01/30/2025 01:52 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 19/27

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

PCard: 2257 U.S. BANK Card Holder: LIBRARY

Vendor 3698 - AMAZON:

12/31/24							
86663	AMAZON	12/31/2024	02/05/2025	68.15	68.15	Open	N
	CLOCK, VACUUM BAGS, USB CABLE	pziemer					02/05/2025
211-5500-43430	MISCELLANEOUS			68.15			
1/16/25 - 2							
86665	AMAZON	01/16/2025	02/05/2025	36.95	36.95	Open	N
	DVD CASES/MARKERS	pziemer					02/05/2025
211-5500-42240	LIBRARY MATERIALS			36.95			
1/23/25							
86666	AMAZON	01/23/2025	02/05/2025	49.96	49.96	Open	N
	MARKERS, NOTEBOOKS, CUP DISPENSER	pziemer					02/05/2025
211-5500-43430	MISCELLANEOUS			49.96			
	Total for vendor 3698 - AMAZON:			155.06	155.06		

Vendor MISC - MAILCHIMP:

1/4/25							
86664	MAILCHIMP	01/04/2025	02/05/2025	45.00	45.00	Open	N
	EMAIL SUBSCRIPTION SERVICE	pziemer					02/05/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			45.00			
	Total for vendor MISC - MAILCHIMP:			45.00	45.00		

Vendor 0039 - VESTIS:

12/30/24							
86667	VESTIS	12/30/2024	02/05/2025	35.55	35.55	Open	N
	RUG SERVICE	pziemer					12/31/2024
211-5500-42220	REPAIR & MAINT			35.55			
1/2/25							
86668	VESTIS	01/02/2025	02/05/2025	35.55	35.55	Open	N
	RUG SERVICE	pziemer					02/05/2025
211-5500-42220	REPAIR & MAINT			35.55			
1/9/25							
86669	VESTIS	01/09/2025	02/05/2025	35.55	35.55	Open	N
	RUG SERVICE	pziemer					02/05/2025
211-5500-42220	REPAIR & MAINT			35.55			
	Total for vendor 0039 - VESTIS:			106.65	106.65		

Total PCard: 2257 U.S. BANK Card Holder: LIBRARY

306.71 306.71

01/30/2025 01:52 PM
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INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 02/03/2025 - 02/03/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: PARKS							

Vendor 3719 - FLEET FARM:							
12/30/24							
86641	FLEET FARM	12/30/2024	02/05/2025	139.99	139.99	Open	N
	WINTER JACKET J.KOERING	pziemer					02/05/2025
230-5200-42210	OPERATING SUPPLIES			139.99			
	Total for vendor 3719 - FLEET FARM:			139.99	139.99		

Vendor MISC - STATEFOODSAFETY:							
1/23/25							
86670	STATEFOODSAFETY	01/23/2025	02/05/2025	134.00	134.00	Open	N
	FOOD SAFETY COURSE/EXAM	pziemer					02/05/2025
230-5200-43330	PROFESSIONAL DEVELOPMENT			134.00			
	Total for vendor MISC - STATEFOODSAFETY:			134.00	134.00		

Total PCard: 2257 U.S. BANK Card Holder: PARKS				273.99	273.99		
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

GL Distribution GRANT

PCard: 2257 U.S. BANK Card Holder: POLICE

Vendor 3698 - AMAZON:

12/30/24

86644	AMAZON	12/30/2024	02/05/2025	38.79	38.79	Open	N
	FLASH DRIVES/TIRE GAUGE	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			22.99			
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			15.80			

1/3/25

86648	AMAZON	01/03/2025	02/05/2025	103.29	103.29	Open	N
	FLASH DRIVES	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			103.29			

12/26/24

86662	AMAZON	12/26/2024	02/05/2025	54.00	54.00	Open	N
	TRT SUPPLIES	pziemer					02/05/2025
225-2131-42210	OPERATING SUPPLIES			54.00			
Total for vendor 3698 - AMAZON:				196.08	196.08		

Vendor 3420 - BCA :

1/6/25

86652	BCA	01/06/2025	02/05/2025	75.00	75.00	Open	N
	714 DMT RECERTIFICATION	pziemer					02/05/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			75.00			
Total for vendor 3420 - BCA :				75.00	75.00		

Vendor 3706 - BEST BUY:

1/21/25

86658	BEST BUY	01/21/2025	02/05/2025	(4.41)	(4.41)	Open	N
	CREDIT - RETURN SALES TAX CHARGED	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			(4.41)			
Total for vendor 3706 - BEST BUY:				(4.41)	(4.41)		

Vendor 3719 - FLEET FARM:

12/26/24

86642	FLEET FARM	12/26/2024	02/05/2025	17.94	17.94	Open	N
	WINDSHIELD WASHER FLUID	pziemer					12/31/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			17.94			

12/30/24 - 2

86645	FLEET FARM	12/30/2024	02/05/2025	29.99	29.99	Open	N
	SQD WASH BRUSH	pziemer					12/31/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			29.99			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: POLICE

1/22/25							
86659	FLEET FARM	01/22/2025	02/05/2025	14.94	14.94	Open	N
	WINDSHIELD WASHER FLUID	pziemer					02/05/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			14.94			
	Total for vendor 3719 - FLEET FARM:			62.87	62.87		

Vendor 3948 - LIVE ACTION SAFETY:

1/2/25							
86647	LIVE ACTION SAFETY	01/02/2025	02/05/2025	110.00	110.00	Open	N
	AED PADS	pziemer					02/05/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			110.00			
	Total for vendor 3948 - LIVE ACTION SAFETY:			110.00	110.00		

Vendor 3234 - MID-STATES ORGANIZED CRIME INFO:

1/10/25							
86655	MID-STATES ORGANIZED CRIME INFO	01/10/2025	02/05/2025	200.00	200.00	Open	N
	2025 MEMBERSHIP MOCIC	pziemer					02/05/2025
225-2120-43433	DUES & SUBSCRIPTIONS			200.00			
	Total for vendor 3234 - MID-STATES ORGANIZED CRIME INFO:			200.00	200.00		

Vendor 1375 - MN CHIEFS OF POLICE ASSOC:

1/2/25							
86646	MN CHIEFS OF POLICE ASSOC	01/02/2025	02/05/2025	500.00	500.00	Open	N
	2025 MEMBERSHIP	pziemer					02/05/2025
225-2120-43433	DUES & SUBSCRIPTIONS			500.00			
	Total for vendor 1375 - MN CHIEFS OF POLICE ASSOC:			500.00	500.00		

Vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :

1/23/25							
86661	SIRCHIE FINGER PRINT LABORATORIES,	01/23/2025	02/05/2025	121.72	121.72	Open	N
	EVIDENCE SUPPLIES	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			121.72			
	Total for vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :			121.72	121.72		

Vendor 3703 - TRANSUNION RISK:

1/8/25							
86649	TRANSUNION RISK	01/05/2025	02/05/2025	75.00	75.00	Open	N
	INVESTIGATIONS & PARKING TKT COLLECTI	pziemer					02/05/2025
225-2120-42210	OPERATING SUPPLIES			75.00			
	Total for vendor 3703 - TRANSUNION RISK:			75.00	75.00		

01/30/2025 01:52 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 23/27

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
Vendor 3697 - USPS:							
12/26/24							
86643	USPS	12/26/2024	02/05/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			1.77			
1/3/25							
86650	USPS	01/03/2025	02/05/2025	146.00	146.00	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			146.00			
1/6/25 - 2							
86651	USPS	01/06/2025	02/05/2025	11.40	11.40	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			11.40			
1/7/25							
86653	USPS	01/07/2025	02/05/2025	5.55	5.55	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			5.55			
1/8/25							
86654	USPS	01/08/2025	02/05/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			1.77			
1/10/25							
86656	USPS	01/10/2025	02/05/2025	17.20	17.20	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			17.20			
1/14/25							
86657	USPS	01/14/2025	02/05/2025	11.40	11.40	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			11.40			
1/23/25							
86660	USPS	01/23/2025	02/05/2025	5.35	5.35	Open	N
	POSTAGE	pziemer					02/05/2025
225-2120-43322	POSTAGE			5.35			
Total for vendor 3697 - USPS:				200.44	200.44		
Total PCard: 2257 U.S. BANK Card Holder: POLICE				1,536.70	1,536.70		

EXP CHECK RUN DATES 02/03/2025 - 02/03/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: STREETS

Vendor MISC - LOGO SPORTSWEAR:

1/6/25

86619	LOGO SPORTSWEAR	01/07/2025	02/05/2025	1,019.64	1,019.64	Open	N
	QTY 36 HATS - STREET DEPT	pziemer					02/05/2025
237-3190-42209	SAFETY EQUIPMENT SUPPLIES			254.91			
238-3160-42209	SAFETY EQUIPMENT SUPPLIES			254.91			
235-3100-42209	SAFETY EQUIPMENT SUPPLIES			254.91			
235-3170-42209	SAFETY EQUIPMENT SUPPLIES			254.91			
	Total for vendor MISC - LOGO SPORTSWEAR:			1,019.64	1,019.64		

Total PCard: 2257 U.S. BANK Card Holder: STREETS

# of Invoices:	150	# Due:	149	Totals:	281,703.98	281,703.98
# of Credit Memos:	2	# Due:	2	Totals:	(32.54)	(32.54)
Net of Invoices and Credit Memos:					281,671.44	281,671.44

* 1 Net Invoices have Credits Totalling:	(5,900.00)
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--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	15,868.39
101-0000-15500	PREPAID EXPENSE	1,540.00
101-0000-15510	PREPAID OTHER	709.04
101-0000-20701	B22-0006	3,000.00
101-1400-43309	COMPUTER TECHNICAL SUPPORT	9,006.80
101-1400-43330	PROFESSIONAL DEVELOPMENT	494.54
101-1400-43433	DUES & SUBSCRIPTIONS	190.00
101-1610-43301	CITY ATTORNEY	6,030.99
101-1800-43309	COMPUTER SUPPORT	10,655.52
101-1800-43430	MISCELLANEOUS	32.00
101-1940-42200	OFFICE SUPPLIES	1,251.94
101-1940-42220	REPAIR & MAINT	927.00
101-1940-43410	RENTAL EXPENSE	97.28
101-2400-43330	PROFESSIONAL DEVELOPMENT	522.78
101-2400-43350	PRINTING/LEGAL PUBLICATION	148.78
101-2400-43405	NUISANCES	221.00
101-2400-43433	DUES & SUBSCRIPTIONS	10.00
101-2400-43435	BOOKS & PAMPHLETS	187.50
101-9200-43300	PROFESSIONAL SERVICES	1,890.00
101-9200-43350	LEGAL PUBLICATIONS	106.90
101-9200-43430	MISCELLANEOUS	249.00
203-9000-42200	OFFICE SUPPLIES	8.46
203-9000-43322	POSTAGE	64.37
203-9000-43340	ADVERTISING/MARKETING	1,243.45
203-9000-43401	VEHICLE REPAIRS	12,320.55
203-9000-43440	TRANSIT SERVICE CONTRACT PY	72,439.64
211-0000-20800	DUE TO OTHER GOVT UNITS	121.10
211-5500-42220	REPAIR & MAINT	155.50
211-5500-42240	LIBRARY MATERIALS	36.95
211-5500-43430	MISCELLANEOUS	118.11

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	211-5503-43430	MISC - USE OF HOLDEN TRUST		45.00			
	211-5505-43430	MISC - COPY MACHINE PYMTS		97.70			
	225-2120-42200	OFFICE SUPPLIES		138.42			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		110.00			
	225-2120-42210	OPERATING SUPPLIES		358.40			
	225-2120-42220	REPAIR & MAINT		15.27			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		1,575.21			
	225-2120-43300	PROFESSIONAL SERVICES		117.76			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		13,425.00			
	225-2120-43322	POSTAGE		200.44			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		192.80			
	225-2120-43380	UTILITIES		46.85			
	225-2120-43433	DUES & SUBSCRIPTIONS		700.00			
	225-2121-41113	UNIFORM ALLOWANCE		650.09			
	225-2127-43310	MISDEMEANOR PROSECUTOR		19,430.95			
	225-2131-42210	OPERATING SUPPLIES		54.00			
	225-2220-42210	OPERATING SUPPLIES		683.00			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		969.42			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		855.00			
	225-2220-43331	LEASED PAYMENTS		80.69			
	225-2500-43430	MISCELLANEOUS		129.64			
	225-2700-43300	PROFESSIONAL SERVICES		3,263.00			
	230-5200-42210	OPERATING SUPPLIES		139.99			
	230-5200-42220	REPAIR & MAINT		32.76			
	230-5200-43322	POSTAGE		3.54			
	230-5200-43330	PROFESSIONAL DEVELOPMENT		134.00			
	230-5200-43430	MISCELLANEOUS		56.50			
	230-5209-42210	OPERATING SUPPLIES		29.00			
	230-5211-42210	OPERATING SUPPLIES		29.00			
	235-3100-42209	SAFETY EQUIPMENT SUPPLIES		254.91			
	235-3100-42220	REPAIR & MAINT		5,275.19			
	235-3100-42240	SMALL TOOLS		299.99			
	235-3100-43300	PROFESSIONAL SERVICES		8,500.00			
	235-3100-43350	PRINTING/LEGAL PUBLICATION		89.93			
	235-3100-43430	MISCELLANEOUS		148.98			
	235-3170-42209	SAFETY EQUIPMENT SUPPLIES		254.91			
	235-3170-42220	REPAIR & MAINT		314.40			
	237-3190-42209	SAFETY EQUIPMENT SUPPLIES		254.91			
	237-3190-42210	OPERATING SUPPLIES		1,172.70			
	237-3190-42220	REPAIR & MAINT		88.00			
	237-3190-43300	PROFESSIONAL SERVICES		200.00			
	238-3160-42209	SAFETY EQUIPMENT SUPPLIES		254.91			
	238-3160-43300	PROFESSIONAL SERVICES		300.00			
	260-0000-15500	PREPAID EXPENSE		1,376.66			
	260-9020-43309	COMPUTER SUPPORT		7,107.34			
	260-9020-43430	MISCELLANEOUS		138.60			
	295-6510-43300	PROFESSIONAL SERVICES		9,175.67			
	295-6510-43434	ECONOMIC INITIATIVES		2,065.39			
	400-3100-45500	STREET CAPITAL OUTLAY		166.11			
	400-5200-45500	PARKS CAPITAL OUTLAY		166.11			
	400-9050-45530	CAPITAL - OTHER		4,034.25			
	401-9030-43300-23:13	PROFESSIONAL SERVICES		15,140.34			
	401-9030-43350-23:16	LEGAL PUBLICATIONS		151.74			
	401-9030-45530-18:13	CAPITAL-PYMTS TO CONTRACTS		37,612.38			
	404-9055-45550	CAPITAL - VEHICLES		3,917.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			53,139.46	53,139.46		
	203 - TRANSIT FUND			86,076.47	86,076.47		
	211 - LIBRARY FUND			574.36	574.36		
	225 - PUBLIC SAFETY FUND			42,995.94	42,995.94		
	230 - PARK & RECREATION FUND			424.79	424.79		
	235 - STREET & SEWER FUND			15,138.31	15,138.31		
	237 - SANITARY SEWER FUND			1,715.61	1,715.61		
	238 - STORM SEWER FUND			554.91	554.91		
	260 - AIRPORT FUND			8,622.60	8,622.60		
	295 - EDA FUND			11,241.06	11,241.06		
	400 - CAPITAL PROJECTS FUND			4,366.47	4,366.47		
	401 - CONSTRUCTION FUND			52,904.46	52,904.46		
	404 - FIRE DEPARTMENT CAPITAL			3,917.00	3,917.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			22,615.19	22,615.19		
	1400 - ADMINISTRATION			9,691.34	9,691.34		
	1610 - LEGAL-CIVIL ATTORNEY			6,030.99	6,030.99		
	1800 - IT/GIS			10,687.52	10,687.52		
	1940 - CITY HALL			2,276.22	2,276.22		
	2120 - POLICE DEPARTMENT			16,880.15	16,880.15		
	2121 - COMMUNITY SERVICE			650.09	650.09		
	2127 - MISDEMEANOR PROSECUTOR			19,430.95	19,430.95		
	2131 - TACTICAL TEAM			54.00	54.00		
	2220 - FIRE DEPARTMENT			2,588.11	2,588.11		
	2400 - COMMUNITY DEVL/INSPECTION			1,090.06	1,090.06		
	2500 - CIVIL DEFENSE			129.64	129.64		
	2700 - ANIMAL CONTROL			3,263.00	3,263.00		
	3100 - S & S MAINTENANCE			14,735.11	14,735.11		
	3160 - STORM SEWER EXPENSE			554.91	554.91		
	3170 - TRAFFIC CONTROL			569.31	569.31		
	3190 - SANITARY SEWER EXPENSE			1,715.61	1,715.61		
	5200 - PARK MAIN/ADMINISTRATION			532.90	532.90		
	5209 - POND HOCKEY PROGRAM			29.00	29.00		
	5211 - SPECIAL EVENTS PROGRAM			29.00	29.00		
	5500 - LIBRARY-BUDGETED			310.56	310.56		
	5503 - HOLDEN TRUST DONATION USE			45.00	45.00		
	5505 - TAXABLE FEES			97.70	97.70		
	6510 - ECONOMIC DEVELOPMENT AUTH			11,241.06	11,241.06		
	9000 - TRANSIT FUND			86,076.47	86,076.47		
	9020 - AIRPORT M & O			7,245.94	7,245.94		
	9030 - CONSTRUCTION PROJ-MISC			52,904.46	52,904.46		

01/30/2025 01:52 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 02/03/2025 - 02/03/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
--- TOTALS BY DEPT/ACTIVITY ---							
	9050 - CAPITAL PROJECTS-MISC			4,034.25	4,034.25		
	9055 - FIRE DEPARTMENT CAPITAL			3,917.00	3,917.00		
	9200 - CITY-WIDE			2,245.90	2,245.90		

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:30 P.M. by Council President O'Day.

Administer Oath of Office

Administrator Broyles administered the oath of office to Kevin Yeager

Upon roll call, the following members were noted as present: Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day. Mayor Badeaux was also noted as present. Member Stunek was noted as absent.

Chair O'Day led the Pledge of Allegiance to the flag.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE AGENDA WITH REMOVING THE EMPLOYEE POLICY MANUAL APPROVAL AS IT IS TO BE REVIEWED BY PERSONNEL AND FINANCE, RATIFY THE CHANGE OF PLACEMENT OF PUBLIC FORUM WITH THE RULES OF DECORUM, AND MOVING THE CALL FOR APPLICANTS FOR THE AIRPORT COMMISSION ON THE AGENDA TO COUNCIL PRESIDENT RECOMMENDATIONS.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO APPROVE THE CONSENT CALENDAR.

- A. **Approval of Bills**
- B. **Approval of Minutes**
- C. **Department Activity Report**
- D. **Approve MN Lawful Gambling Permit for Excluded Bingo Submitted by the Knights of Columbus Council 1491 for an Event to be held on February 2, 9, 16, & 23, 2025 at St Francis Catholic Church 404 9th Street**
- E. **Approve Event/Lane Closure Application - MCCL March for Life**
- F. **Approve Event/Street Closure Application- CLC 5K**
- G. **Approve 2025 Budgeted Transfers**

Upon roll call, Council Members Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

Public Forum

The Chair opened the public forum at 7:33 p.m.

No one came forward.

The Chair closed the public forum at 7:34 p.m.

Presentation

Brainerd For All Ages

Gina Meyer, Crow Wing County Community Services, thanked the Council for time allowed to come to speak about Brainerd for All Ages. She gave an overview of the program. She congratulated Brainerd for being inducted into the AARP Age Friendly Program.

Megan Redman, AARP Minnesota, stated that there are 28 communities in Minnesota enrolled in the AARP Age-Friendly Program. By being apart of the program, communities are committing to being more age friendly. She explained the process that the Age Friendly committee will go through to address community needs including a distributing a community survey.

Member Czczok asked what Age Friendly Communities need from the City Council. He stated that this presentation is the first update since hearing about the program in 2023. He also asked if the group will be working closely with the Transit department.

Ms. Meyer stated that the group needs Council support, which was previously given. Previous Council Member Terry was a part of the group which was supported by the City Council at the time of its forming.

Member Yeager asked about the results of the survey being public once the survey is complete.

Ms. Redman stated that that information could be given to the City Council. She presented a certificate to the City Council for it's membership in the AARP Age Friendly Program.

Unfinished Business

Appoint Members to Council Committees and as Liaisons

Chair O'Day recommended members to Council Committees and as Liaisons to boards. He stated that the Safety and Public Works Committee will include Member Erickson as the Chair, and Members Czczok and Yeager. The Personnel and Finance Committee will include Member Johnson as the Chair, and Members Bevans and Stunek.

Member Johnson asked about the KRLS Library Board. Clarification was provided that Mary Koep is the representative and he is the alternate.

Member Yeager stated that he is currently the EDA Chair. He asked if there is an issue with him being on the Council and being the Chair of the EDA.

Chair O'Day stated that Member Johnson has been the Chair of the EDA previously.

Attorney Langel stated that as long as the forming documents are being followed there should be no issue.

Member Czczok stated that there are two work groups missing on the list: the Integration Work Group which includes the PUC Liaison and PUC Chair, and the Airport Workgroup which were the Airport Commission Liaison and Member Czczok. There was a recent e-mail that specifically identified staff to meet.

Member Czczok stated that he hopes considering the Airport information recently received that the two Council Members will be included in any discussion about the Airport in the future.

Administrator Broyles stated that he has talked to the County Administrator, she has stated that the County will not be participating in discussions as of now because there aren't any action items. Therefore, he was handling the matter as staff.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO APPROVE THE CHAIR'S APPOINTMENTS TO COUNCIL COMMITTEES AND AS LIAISONS AS PRESENTED WITH CHANGES.

Declare Vacancy on the Housing Redevelopment Authority to Vacate Council Member Yeager's Seat and Declare a Seat on the Library Board Vacant

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO DECLARE VACANCY ON THE BRAINERD HRA BOARD AND BRAINERD LIBRARY BOARD.

Mayor Recommendations to Boards

Mayor Badeaux recommended Andrew Shipe, Jan Lambert, and James Norwood to the Charter Commission, Lisa Nebel and Jan Lambert to the Transportation Advisory Committee, Dolly Matten and Mike Higgins to the Public Utilities Commission, Andrew Shipe to the Park Board, and Allie Verchota to the HRA.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND ERICKSON, DULY CARRIED, TO APPOINT THE MAYOR'S RECOMMENDATIONS TO THEIR RESPECTIVE BOARDS.

Call for Applicants – Informational:

Mayor Recommended: (terms to expire on 12/31 of said year)

Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)

Housing and Redevelopment Authority - **1 term** (Expire 2029)

Library Board –**1 term** (Expire 2027)

Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)

Council President Recommended: (terms expire on 12/31 of said year)

Planning Commission-- **1 term** (Expire 2027)

Airport Commission - **1 term** (Expire 2026)

Discuss City Hall Annex Building

Administrator Broyles stated that at the last City Council meeting the Council held a closed session to consider an offer for the Annex. The Council also directed staff to gather additional information about the Annex before a decision is made. The additional information includes an appraisal, this will take approximately three weeks. Included in the packet was a portion of the facilities study pertaining to the annex as well as the cost to legally separate the Annex from City Hall.

Chair O'Day stated that he toured the property, it does need work.

Final Reading Proposed Ordinance 1578 - Lot Standards and Building Design Standards

Community Development Director Kramvik gave an overview of the ordinance.

Member Czczok asked about the options given at the previous meeting and how the options apply to the ordinance.

Community Development Director Kramvik restated the options from the last meeting, which included input from the Public Utilities Commission about the Central Business District. City Council chose not to wait to receive input from the Public Utilities Commission.

Member Czczok stated that there was little discussion about the options at the last council meeting. He believes it is important when people are on citizen committees that they are given the opportunity to provide recommendations. Citizens give their time freely to serve on these committees. He appreciated Member Johnson educating him on SAC/WAC at the previous meeting. He thinks it would be appropriate to ask the Public Utilities Commission to review the policy.

Chair O'Day stated that the Central Business District was a direction by the EDA as a way to incentivize businesses along the Highway 210 reconstruction. He doesn't think it would be appropriate to change the incentive program that was approved until after the reconstruction.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1578 LOT STANDARDS AND BUILDING DESIGN STANDARDS AND DISPENSE WITH THE ACTUAL READING.

Member Johnson asked for a parliamentary inquiry. He stated that at the previous meeting the Council voted to bring this ordinance forward without Public Utilities Commission review. He questions whether the only no vote can bring the same matter forward again at the next meeting to change the previous action.

Attorney Langel stated that Sturgis has nothing that prevents the reintroduction.

Member Johnson stated that the Public Utilities Commission can always tell the Council their opinion. The Council is open to hearing their opinion. He will vote no, as he doesn't believe the Central Business District Policy should hold up the passage of the ordinance.

Chair O'Day stated he doesn't think this action will hold up the passage of the ordinance.

Member Czczok stated that the reason he was bringing this forward was because he was confused by the options given at the previous meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO SEND THE CENTRAL BUSINESS DISTRICT INCENTIVE POLICY TO THE PUBLIC UTILITIES COMMISSION TO REVIEW.

Council Members Erickson, Bevans, Czczok, Johnson, and O'Day voted "aye". Member Johnson voted "nay". The Chair declared the motion carried.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND ERICKSON TO ADOPT ORDINANCE 1578.

ORDINANCE 1578

Upon roll call, Council Members Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND ERICKSON TO ADOPT RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 1578.

RESOLUTION 08:25

Upon roll call, Council Members Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

New Business

Ratify Hiring Rebecca Ridlon for Business Office Support Specialist

HR Director Schubert stated that there were nine applicants and seven interviews were conducted.

Member Johnson stated that this is a much-needed position that the City has been trying to hire for over a year. The union has been holding up the hiring for this position, it is nice to get it filled as the help is needed at BPU.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO RATIFY THE HIRING OF REBECCA RIDLON FOR THE BUSINESS OFFICE SUPPORT SPECIALIST POSITION EFFECTIVE JANUARY 28, 2025; FURTHER, THAT SHE BE PLACED ON STEP 3 OF THE BUSINESS OFFICE SUPPORT SPECIALIST WAGE GRID (\$25.64 PER HOUR).

Ratify the Promotion of Jake Sipper to Street Maintenance III

Member Czczok asked for clarification on the change of the Department to Public Works instead of Street/Sewer.

HR Director Schubert stated that job descriptions will be updated to the Public Works Department and Street & Sewer Division.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE PROMOTION OF JAKE SIPPER TO THE MAINTENANCE III - STREET AND SEWER DIVISION POSITION EFFECTIVE JANUARY 22, 2025, AT STEP 1 (\$32.20 PER HOUR); APPROVE THE UPDATED MAINTENANCE I - STREET & SEWER DIVISION JOB DESCRIPTION AS PRESENTED; AND AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS TO BACKFILL THE MAINTENANCE I POSITION.

Ratify the Reclassification of Shawn Strong to Technology Director

HR Director Schubert stated that Staff conducted two interviews for the position.

Member Czczok asked who typically conducts the technology at most meetings.

IT/GIS Director Strong stated that generally, CLC will conduct the meetings. However, they don't have staff at the moment to do so. He stated that he will likely continue to conduct the Council meetings as he is expected to be present at the meetings.

Member Johnson asked about the use of the wage study. He also asked whether CLC is being compensated for their services. He stated that the City should only pay for services that have been fulfilled.

HR Director Schubert stated that according to the Flaherty and Hood information, the position did not change enough to change the points assigned to the position. Staff is utilizing the same wage grid.

Finance Director Hillman stated that the City has not received an invoice for services for 2024.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE RECLASSIFICATION OF SHAWN STRONG TO THE TECHNOLOGY DIRECTOR POSITION EFFECTIVE JANUARY 22, 2025, AT STEP 6 (\$62.06 PER HOUR).

Discussion of Issuing Conduit debt for Country Manor and Update Debt Management Policy

Finance Director Hillman stated that Country Manor has requested that the City Council issue up to \$50 million of conduit debt. As discussed at the last meeting, issuing the \$50 million of conduit debt does count toward the City's annual \$10 million bank-qualified (BQ) limit in 2025. Meaning if the City issues the conduit debt in March and then has to issue debt for 2025 construction projects later in 2025, the City will likely have to pay a higher interest rate on the City's bonds. As part of the closing of the conduit debt, the City would estimate the amount of the bonds it intends to issue in 2025, our financial advisors would estimate the difference of the interest rates between a BQ and non-BQ debt over the term of the bonds, and the conduit debt borrower would pay the City the difference at the time of the closing. The current Debt Management Financial Policy states that it is the practice of the City to charge fees that range from 0.25% - 2% of the Bond offering to cover the City's cost of issuing conduit debt. Staff recommends modification of the City's Debt Management Financial Policy to charge a fee of .25% of the bond offering up to \$50,000 with all expenditures associated with the issuance of the conduit debt is paid for by the borrower.

Chair O'Day asked about the last time that the City issued conduit debt. He stated that the agreement seems pretty fool proof. He asked whether there was a worst case scenario for the funds or whether the City is well protected.

Finance Director Hillman stated that the last time the City issued conduit debt was for a St. Joseph's project which was before she was the Finance Director. She stated that she feels the City is well protected. The non-qualified bank debt is the biggest risk. However, this would be a part of the closing.

Member Czczok stated that he feels this is an important project, and he feels it is important to support the developer instead of them having to seek help elsewhere.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO AMEND THE DEBT MANAGEMENT FINANCIAL POLICY SECTION V. AND AUTHORIZE MOVING FORWARD WITH THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$50 MILLION OF CONDUIT DEBT FOR THE COUNTY MANOR PROJECT.

Consider Amending Capitalization Policy

Finance Director Hillman stated that the City's capitalization policy was adopted in 2002. Since that time, industry standards and federal guidelines have changed, and Staff is asking Council to consider increasing the dollar amount thresholds.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AMEND THE CITY OF BRAINERD CAPITALIZATION POLICY AS PRESENTED EFFECTIVE FOR CALENDAR YEAR 2025.

Adopt Resolution Requesting Advance Municipal State Aid Funds

Public Works Director Habighorst stated that the request is for both 2024 and 2025 advance funding.

Member Erickson stated that due to his new employment with MnDOT he will be abstaining from voting. He does not believe it is a conflict, but to be sure he will abstain.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER TO ADOPT RESOLUTION REQUESTING ADVANCE MUNICIPAL STATE AID CONSTRUCTION FUNDS.

RESOLUTION 09:25

Upon roll call, Council Members Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". Member Erickson abstained from voting. The Chair declared the motion carried.

Adopt Resolution - Receive Feasibility Report and Call for Public Hearing on Improvement 21-13 - Beech/Oakridge Reconstruction Project

Public Works Director Habighorst stated that this is the second of five steps that you will review for each project. This resolution is accepting the feasibility study and calling for the public hearing.

Member Johnson asked about the sidewalk instead of the original plan of creating a mixed-use trail.

Public Works Director Habighorst stated that it will be a sidewalk as there are individuals who will be walking to school, therefore a sidewalk and not a trail is recommended.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR THE PUBLIC HEARING ON THE PROPOSED IMPROVEMENT TO BE HELD ON FEBRUARY 18TH, 2025 AT 7:30 P.M.

RESOLUTION 10:25

Upon roll call, Council Members Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

Adopt Resolution - Receive Feasibility Report and Call for Public Hearing on Improvement -17-12 - Wright/10th Reconstruction Project

Public Works Director Habighorst stated that the sewer is in acceptable condition, the watermain will be replaced and the road surfaced.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO RECEIVING THE FEASIBILITY REPORT AND CALLING FOR THE PUBLIC HEARING ON THE PROPOSED IMPROVEMENT TO BE HELD ON FEBRUARY 18TH, 2025 AT 7:30 P.M.

RESOLUTION 11:25

Upon roll call, Council Members Erickson, Bevans, Czczok, Johnson, Yeager, and O'Day voted "aye". No member voted "nay". The Chair declared the motion carried.

Consider Forgiveness of Nuisance Assessments for 303 J Street

Community Development Director Kramvik gave an overview of the property. The property has been significantly corrected, and the fence is now in compliance with the variance in place. Staff recommends reducing the assessment as the property owners have begun to work with staff. The property owners should be assessed a minimum of \$600 to compensate for staff time dealing with the property issues.

Member Bevans asked approximately how many letters this property has been issued in the last year. He asked whether the only reason the fence is now compliant is because the Council approved a variance after it was built.

Community Development Director Kramvik stated that the property has been issued approximately 30 letters. The fence is now compliant, due to the variance issued by the City Council after it was built.

Member O'Day stated that he has a hard time believing that \$600 covers the staff time for this case.

Member Czeczok asked whether other Council Members have talked to the homeowners. He stated that he has talked to the owner of the property. There are a lot of variables to this property. He has never heard anyone be more complimentary to Mr. Kramvik. He feels that homeowners want to enjoy and feel safe in their home. He can't rely on just one person's testimony, however, he does hesitate to hold the owners to the fines when they have financial difficulties.

Member Bevans stated if the issue was dealt with by the homeowner earlier, he may feel differently. Someone has to represent the other 15,000 people in the City who do comply with the City Codes. To speak to earlier discussion, the Planning Commission has put in time and effort to establish these rules. Moving forward with forgiveness, would be an incentive that no one else in the City receives.

Member Johnson stated that he would rather see the amount to be forgiven somewhere in the middle of complete forgiveness and no forgiveness. He believes that staff has underestimated their time spent on this property. He will vote in favor because the City does have laws that need to be followed, if we do not want to follow them, then let's change them. The amount of tax dollars that have gone into rectifying this problem are something that the City can't just forgive.

Mayor Badeaux stated that the Council Members spoke eloquently on the matter. He asked if the property is still cleaned up. He stated that even on google maps the property is an eyesore and has been an eyesore. He stated that covering staff time is important. This issue is not small and has been ongoing for long enough. He would like to see 100% compliance when asking the City Council to forgive \$4,000.

Community Development Director Kramvik stated that he went to the property this morning, there are a few items that still could be considered outdoor storage violations. He believes it is 95% compliant.

Member O'Day stated that he would like to ask whether paying within 30-days is legally acceptable.

Attorney Langel stated that all of these fines get certified to the property tax regardless of payment.

Member Bevans stated that if the owners want the reduction, the owner needs to pay \$3,000 within 30 days. He is suggesting a sizeable reduction, if they want the reduction, they will pay it to the City in 30 days or the entire amount is certified to the County.

Member Yeager stated that he would have supported upholding the entire assessment. He does not like that the reduction will set a precedent for just picking a subjective number each time a request comes forward. He was on the Planning Commission that crafted the language of the ordinance pertaining to this issue. If the Council wants the City to look a certain way in the long term, the Council needs to make hard decisions in the short term.

Chair O'Day stated that there is no great way to approach a reduction. He would like to have Safety and Public Works and review how reductions are given.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON TO REDUCE THE ASSESSMENT TO \$3,000 PAID WITHIN 30-DAYS.

Upon roll call, Council Members Erickson, Bevans, Johnson, Yeager, and O'Day voted "aye". Member Czczok voted "nay". The Chair declared the motion carried.

First Reading Propose Ordinance 1579 - Amending Sections 1200 and 1500

Finance Director Hillman gave an overview of the ordinance. She stated that a public hearing is not required but could be conducted.

Member Johnson stated that he believes the Council should hold a public hearing.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1579 AMENDING THE BRAINERD CITY CODE, DISPENSE WITH THE ACTUAL READING, AND SET A PUBLIC HEARING FOR FEBRUARY 18TH AT 7:30 P.M. IN THE CITY COUNCIL CHAMBERS.

First Reading Propose Ordinance 1580 - Amending Section 600 of the City Code

Finance Director Hillman gave an overview of the ordinance. She stated that a public hearing is not required but could be conducted.

Member Johnson stated that he sees this as an advantage to the garbage haulers and does not feel that the citizens would have an opinion.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1580 AMENDING THE BRAINERD CITY CODE AND DISPENSE WITH THE ACTUAL READING.

Move Public Utility Commission (PUC) Meetings to City Council Chambers

Chair O'Day stated that the Public Utilities Commission was considering equipping their chambers at the Public Utilities Department with technology to stream their meetings. The City Council Chambers could be utilized by the Commission in order to save a significant amount of money.

Member Czczok asked to clarify that the Council just needs to say "do it" and the Commission needs to comply. He stated that he has been asking for a long time to move the meetings to the City Council Chambers.

Member Johnson stated that he has long been a proponent of making public meetings more accessible. The HRA and Library are then the only remaining commissions.

Member Czczok added the HRA meeting to the motion.

Public Utilities Director Evans requested that the meetings begin being held in February as the Public Utilities Commission will be meeting on January 28th and the meeting has been noticed.

Member Yeager stated that the HRA meeting is on January 22nd.

Member Czczok changed the timeline to February.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED TO HOLD ALL FUTURE MEETINGS OF THE PUBLIC UTILITIES COMMISSION AND THE HRA AT CITY HALL BEGINNING IN FEBRUARY.

Staff Reports

Finance Director Hillman stated that if the Personnel and Finance Committee continues to meet the Wednesday prior to the Council meeting, the next meeting would be on Wednesday, January 29th at 11:00 a.m.

Member Johnson stated that he hasn't decided when the committee will meet yet, however, he thinks he would like to have the meetings come back to Monday nights.

Community Development Director Kramvik stated that at the next City Council meeting the Council will consider an amendment to Country Manor's Planned Unit Development Agreement and other items regarding Country Manor.

Administrator Broyles congratulated our new Technology Director Strong. He stated that if there are things staff can do better, please let him know.

Mayor's Report

Mayor Badeaux stated that moving the public forum to the start of the meeting is a great decision. The commission meetings moving to the Council Chambers to make meetings more accessible is also a great move. He thanked Member Yeager for applying for the position. He is excited to have him on the Council.

Council Member Reports

Member Czczok stated that he likes where the public forum has moved. He now believes that the Rules of Decorum should be changed to allow citizens to comment on agenda items.

Member Bevans stated that he had the honor of attending Glen Holst's retirement party to present his Tower Award, he thanked him for his service to the City.

Member Yeager apologized for his absence at the last meeting. He was glad that there were such a robust number of applicants. He is honored to be serving on the City Council.

Chair O'Day congratulated all of our new and promoted employees. It's nice to go through a meeting with hires. He is hoping that committees can setup what they would like to do with their committee meetings.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND ERICKSON, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PER MN STATUTE 13D.03 SUBD. 1(B) TO PREPARE FOR NEGOTIATIONS WITH THE TEAMSTERS UNION.

The Chair adjourned the meeting to the closed session at 9:06 p.m.

The Council took a five minute break prior to the closed session.

The Chair reconvened the meeting at 9:29 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND BEVANS, DULY CARRIED, TO APPOINT MEMBER JOHNSON AS THE COUNCIL REPRESENTATIVE FOR UNION NEGOTIATIONS.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 9:29 p.m

Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

January 2025

We began the month by honoring our dedicated firefighters at our Annual Fire Department Dinner. Approximately 90 current and retired firefighters, along with their guests, attended the event.

Firefighter Josh Smith retired after 22 years of dedicated service to our community. Known for his consistent and calm demeanor, Smith leaves behind a legacy of professionalism and commitment to public safety. It was an honor to have Josh's father attend who is a retired Brainerd Firefighter.

We also recognized and welcomed four new members who officially joined the department on January 1, 2025: Jason Dann, Patrick Nelson, Isaiah Macejkovic, and Nathan Sievert.



Firefighter Katie Grimsby was honored as the 2024 Brainerd Firefighter of the Year. Grimsby has consistently demonstrated passion, commitment, and leadership. Over the past year, she has excelled in her role as the EMS training coordinator, approaching training with professionalism and ensuring firefighters are prepared to handle emergency situations effectively.

Training remained a top priority in January, and our department took part in several valuable opportunities to enhance our skills:



Brainerd Fire Department Monthly Report

January 2025

Confined Space Entry Rescue Training:

This hands-on training included: Monitoring hazardous atmospheres, using ventilation devices, rescue equipment, and personal protective equipment, effective communication in confined spaces, and utilizing the Supplied Air Rescue System for advanced victim rescues.



Hazmat and Rail Response:

We collaborated with the SFM Division to strengthen our capabilities in hazardous material and rail emergency response.

Sourcewell Training:

Chief Holmes attended two days of training hosted by Sourcewell on the following topics:

Communicating during Active Violence

Reunification after Active Violence

Mastering Fireground Command: Calm the Chaos:

The Brainerd Fire Department partnered with the Cuyuna Range Fire Chiefs to host a two-day training session led by Anthony Kastros. This session focused on improving fireground command and coordination under pressure. The event welcomed 46 participants from Minnesota and Iowa, fostering collaboration and shared learning across departments.





Brainerd Fire Department Monthly Report

January 2025

INSPECTIONS	
Fire Alarm	28
Fire Pump	3
Paint/Spray Booth Suppression	2
Hood Suppression	16
Commercial Kitchen Exhaust	26
Special Suppression	1
5 Year Sprinkler	14
Sprinkler System	14

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	6
Rescue & Emergency Medical Service	6
Hazardous Condition	10
Service Calls	3
Good Intent Call	4
Alarm Activation	9
TOTAL	38
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	1
Rescue & Emergency Medical Service	3
Hazardous Condition	5
Service Calls	0
Good Intent Call	1
Alarm Activation	3
TOTAL	13

EMERGENCYNOTIFICATIONS



EVERBRIDGE enables critical information to be sent to residents of Crow Wing County by phones, text, and email. Use the QR Code or sign up at:

<https://member.everbridge.net/index/892807736729514#/signup>





HR DIRECTOR REPORT

In this report:

- Union Updates
- IT & Finance Integration
- Performance Evaluation Work Group
- Personnel
- City Duties for Airport

Union Updates

Second round of negotiations with the Teamsters Union representing our Police Sergeants and Lieutenant took place on January 14th. The Union has filed for mediation which has been scheduled for March 27, 2025.

Post hearing briefs for our arbitration hearing with the IBEW Public Utilities Union are being finalized and must be submitted by January 31, 2025. The Arbitration has 30 days to render his ruling.

IT & Finance Integration

On December 19, 2024, the City Council approved creation of a single integrated IT Department for both the City-side and the Public Utilities Department. Earlier this month, an internal job posting process was conducted for the Technology Director position. Two individuals applied and were interviewed for the position. Council approved the reclassification of Shawn Strong to the Technology Director position effective January 22, 2025.

Staff has finalized a proposed Technology Department Org Chart and Job Descriptions which will be presented to Council for approval at the February 3rd meeting.

Research and discussions about possibly creating a single integrated Finance Department have started with a presentation to the Integration Work Group expected within the next month.

Performance Evaluation Work Group

The Performance Evaluation Work Group provided and discussed the updated Evaluation Form, Criteria, and timeframe with Supervisory Staff on January 7th. City Administrator Broyles distributed the updated documents to all employees on January 13th. Employees are currently completing their reviews for the timeframe of 9/1/23 – 12/31/23 as that will help us transition to a calendar year review cycle going forward.

Personnel

New Hires/Promotions for City/BPU/HRA:
Shawn Strong - Technology Director (1/21)
Jake Sipper - Maintenance III (1/22)
Rebecca Ridlon - Business Office Support Specialist (1/28)
Aaron Forstrom - Transit Operations Specialist (2/12)

Farewell to:
Michelle Mendoza - Police Records Tech (1/2)

Current Job Opportunities:

Police Records Management Tech - Closed on January 28th with interviews being held on February 12th.

Maintenance I Street & Sewer Division - Posting will close on February 5th.

Engineering Intern - Open until filled.

Pond Hockey Officials - Open until filled.

There are currently 7 City/HRA/Airport employees with Family & Medical Leave Act (FMLA) issues. 6 of those cases are for intermittent leave when needed.

City Duties for Airport

Staff members are currently meeting to review and discuss City duties for the Brainerd Lakes Area Regional Airport. A report with Staff recommendations will be drafted and presented to the Council in the near future.

Wellness Committee

Our January Lunch-N-Learn took place on Wednesday, January 29, 2025. This Lunch-N-Learn covered updates regarding what our new health insurance provider Blue Cross/Blue Shield offers.

The City has received the incentive payout from Sourcewell for any employee on the City's Health Plan that is enrolled in WellRight and earned points in 2024. The incentive payments will be distributed to the employee's HSA account in the near future! If you have not taken advantage of this great opportunity, please reach out to the HR Assistant to get enrolled and start earning money today!



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Approve Hiring of 2025 Winter Temporary Employees

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Mike Habighorst, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): N/A - consent

SUMMARY OF ISSUE: Attached is a listing of 2025 Winter Temporary employees that have currently received a conditional job offer and have successfully completed their background checks.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Pursuant to MN Statute, seasonal assignments are limited to 67 working days per calendar year or 100 working days per calendar year if the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

RECOMMENDED ACTION/MOTION: Motion to authorize the hiring of the 2025 Winter Temporary Employees as presented on the attached listing.

FINANCIAL IMPACT: Positions are included in the 2025 budget.

2025 Winter Temporary Employees

	<u>Name</u>	<u>Job Title</u>	<u>Date of Hire</u>	<u>2025 Hourly Rate</u>
*	Greg Roberts	Warming House Attendant	1/21/2025	\$18.00
	Macen Vikander	Warming House Attendant	1/25/2025	\$18.00
	Macen Vikander	Hockey Official	1/25/2025	\$30.00/Game

Submitted for Consideration for the February 3, 2025 Council Meeting

* Returning Employee



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Approval of Technology Department Organizational Chart and Job Descriptions

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Shawn Strong, Technology Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, Shawn Strong, Technology Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: On January 21st, the Council reclassified Shawn Strong as our new Technology Director for the integrated Technology Department. Staff noted at that time that we wanted to work through some operational and legal questions before submitting a Department Org Chart and applicable job descriptions to the City Council for consideration. Technology Director Strong has met with various Public Utilities Department Management team members on three occasions since that date to learn more about the Department's current operation as well as immediate needs and future priorities. After considering those items, attached are the Technology Department Org Chart and job descriptions recommended for approval by Technology Director Strong and HR Director Schubert.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The City will need to negotiate wages for the new positions with the IBEW Administrative Support Union. Below are the classification points and the recommended January 1, 2025, wage grid for each position:

	Points	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Technology Coordinator	703	47.02	48.81	50.60	52.39	54.19	55.97	60.46	62.70
Network Administrator	615	42.41	44.02	45.64	47.25	48.88	50.48	54.53	56.54
System Administrator	615	42.41	44.02	45.64	47.25	48.88	50.48	54.53	56.54
Technology Specialist	348	30.07	31.21	32.36	33.50	34.64	35.79	38.66	40.09
GIS Specialist	313	28.07	29.13	30.20	31.27	32.35	33.41	36.08	37.41

After a Memorandum of Agreement is approved by the Union and Council, Staff plans to conduct an internal job posting process for all positions for 5 working days as required by the IBEW Administrative Support Union Contract. After internal candidates are reclassified, any remaining positions will then be posted externally.

RECOMMENDED ACTION/MOTION:

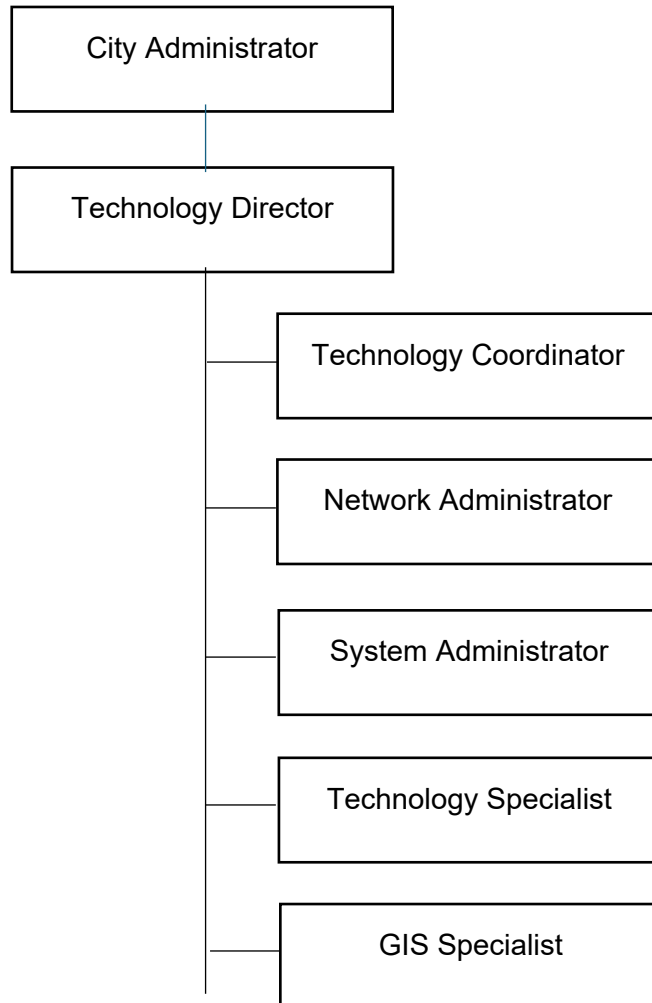
Motion to:

1. Approve the Technology Department job descriptions and classification points as presented.

2. Direct Staff to negotiate the wages for the new Technology Department positions with the IBEW Administrative Support Union.

FINANCIAL IMPACT: The financial impact depends on union negotiations and the initial step placement for each position.

Technology Department – Organizational Chart





Technology Coordinator

Department: Technology

FLSA Status: Non-Exempt

General Definition of Work

Performs highly technical and complex technology coordination and project management throughout the organization under the general direction of the Technology Director. Ensures that Information Technology (IT) and Operational Technology (OT) are operating efficiently, securely, and reliably to meet the needs of the organization and various end users. Performs tasks such as installing, configuring, and managing hardware and software, ensuring functionality and availability, troubleshooting technology issues, and providing technical support to end users.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Serves a primary role overseeing various technology implementations, operations, and services.
- Provides project management and oversight as needed for assigned projects.
- Serves as technical subject matter expert of assigned technology systems.
- Manages technology implementations and collaborates with technology staff and relevant stakeholders to plan and complete technology-related projects ensuring favorable outcomes – meeting expectations, timeliness, and within budget constraints.
- Installs, configures, maintains, and supports hardware and software systems as needed.
- Manages Operational Technologies (SCADA, etc) implementation, configuration, and operations.
- Ensures system security including identifying security vulnerabilities and implementing security protocols to protect against cyber threats.
- Monitors system performance and troubleshoots issues as they arise.
- Works with vendors and contractors to implement and maintain solutions.
- Oversees various contracts with other governmental agencies, consultants, and vendors.
- Implements and maintains necessary solutions to ensure compliance requirements.
- Performs system backups and maintenance to ensure integrity, continuity, and recoverability.
- Develops and maintains technology documentation, diagrams, policies, operating procedures, reports, and presentations as needed.
- Provides input on department budgeting, capital planning, purchasing, and strategic planning.
- Remains current on trends in the public utility and overall technology industries.
- Administers various websites and social media presence.
- Provides on-call support for after-hours technical outages when necessary.
- Provides advanced technical support and troubleshooting for end users.
- Serves as a backup support role for the Network Administrator and System Administrator.
- Performs other duties as assigned or when necessary.

Technology Coordinator

Page 2

Knowledge, Skills, and Abilities

- Advanced knowledge of computer and server operating systems.
- Advanced knowledge of network protocols and technologies.
- Experience with virtualization platforms, such as VMware or Hyper-V.
- Experience with storage area networks (SAN) and their operation.
- Advanced knowledge of Operational Technology within a public utility environment.
- Experience with technology project management from conceptualization to completion.
- Experience with strategic planning, change management, and process improvement.
- Advanced knowledge of system security principles, best practices, and industry standards.
- Experience troubleshooting and prioritizing efforts to resolve issues as quickly as possible.
- Ability to be creative, innovative, and flexible in managing evolving technology trends and needs.
- Experience with report generation and software modification including necessary programming, scripting, or markup language.
- Strong analytical, organizational, troubleshooting, and problem-solving skills with the ability to work independently and to collaborate as a member of a team.
- Excellent communication and interpersonal skills.

Education, Experience, and Special Requirements

- Bachelor's degree in Computer Science, Information Technology, or a related field.
- Three (3) years, of experience in technology management, network administration, system administration, or related position - preferably in local government or utility industry.
- Equivalent combination of education and experience as determined by the Department Head.
- Knowledge of industrial control systems and SCADA systems.
- Valid driver's license.
- Ability to work flexible hours, including evenings and weekends, to support 24/7 operations.
- Satisfactory completion of FBI / MN BCA background examination including national fingerprint-based criminal history record check and maintain Criminal Justice Information System (CJIS) Security and Privacy: Security Role.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking and repetitive motions and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small part, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 29, 2025



Network Administrator

Department: Technology

FLSA Status: Non-Exempt

General Definition of Work

Performs highly technical and complex network administration throughout the organization under the general direction of the Technology Director. Responsible for managing and maintaining computer network infrastructure and connectivity. Ensures the network is secure, reliable, and available to meet the needs of the organization and various end users. Performs tasks such as installing and configuring network hardware and software, monitoring network performance, troubleshooting network issues, and providing technical support to end users.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Responsible for management of network operations throughout the organization.
- Installs, configures, and maintains complex network infrastructures, including LANs, WANs, VPNs, ethernet, wireless, and fiber networks.
- Manages firewalls including configuration, patches, updates, and monitoring.
- Serves a primary role for network security and cybersecurity.
- Provides project management and oversight as needed for assigned projects.
- Ensures that the organization's networks are secure and protected from unauthorized access, viruses, malware, and other security threats. Regularly updates and patches network systems to ensure they are protected from vulnerabilities.
- Monitors network performance to identify and troubleshoot issues before they cause adverse impacts on the network or degrade performance.
- Manages connectivity including wired internet, PRI, TLS, wireless connections (WiFi), etc.
- Manages VLANs – Data, Voice, DMZ, Public, Police/CJIS, Airport/FAA, Utility, SCADA, etc.
- Manages VPNs for remote access as well as point-to-point connections as needed.
- Troubleshoots network issues by identifying and resolving network issues, including hardware failures, software bugs, and connectivity problems.
- Implements and maintains network security protocols, including firewalls, intrusion detection, and prevention systems.
- Develops and maintains network documentation, diagrams, and operating procedures.
- Manages technology implementations and collaborates with staff, vendors, and contractors to plan and complete technology-related projects.
- Performs regular backups and ensures network integrity, redundancy, and recoverability.
- Provides on-call support for after-hours technical outages when necessary.

Network Administrator

Page 2

- Provides advanced technical support and troubleshooting for end users.
- Serves as a backup support role for the Technology Coordinator and System Administrator.
- Performs other duties as assigned or when necessary.

Knowledge, Skills, and Abilities

- Advanced knowledge of networking protocols and technologies.
- Advanced knowledge of network infrastructure components such as routers, switches, firewalls.
- Experience with network security protocols, intrusion detection and prevention systems, and network segmentation.
- Knowledge of network virtualization technologies, such as VLANs and virtual switches and network function virtualization (NFV).
- Proficient in network monitoring and troubleshooting tools and processes.
- Experience with virtualization platforms, such as VMware or Hyper-V.
- Experience with storage area networks (SAN) and their operation.
- Experience with cloud computing platforms.
- Ability to be creative, innovative, and flexible in managing evolving technology trends and needs .
- Strong analytical, organizational, troubleshooting, and problem-solving skills with the ability to work independently and to collaborate as a member of a team.
- Excellent communication and interpersonal skills.

Education, Experience, and Special Requirements

- Bachelor's degree in Computer Science, Information Technology, or a related field.
- Three (3) years of experience in network administration, system administration, or related position - preferably in local government.
- Equivalent combination of education and experience as determined by the Department Head.
- Valid driver's license.
- Ability to work flexible hours, including evenings and weekends, to support 24/7 operations.
- Satisfactory completion of FBI / MN BCA background examination including national fingerprint-based criminal history record check and maintain Criminal Justice Information System (CJIS) Security and Privacy: Security Role.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking and repetitive motions and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small part , using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 29, 2025



System Administrator

Department: Technology

FLSA Status: Non-Exempt

General Definition of Work

Performs highly technical and complex system administration throughout the organization under the general direction of the Technology Director. Ensures that technology systems are operating efficiently, securely, and reliably to meet the needs of the organization and various end users. May perform tasks such as installing and configuring hardware and software, troubleshooting system issues, ensuring system security and reliability, and providing technical support to end users.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Responsible for management of technology system operations throughout the organization.
- Manages enterprise software throughout organization and most departmental software.
- Manages identity and access management – AD, Azure, Entra, SSO/SAML, Duo (MFA), Umbrella.
- Manages user accounts, access, and permissions across various platforms.
- Manages Microsoft 365 stack – Exchange, OneDrive, SharePoint, Teams, Intune, etc.
- Provides project management and oversight as needed for assigned projects.
- Installs, configures, and maintains hardware and software systems, including complex server and storage infrastructures (physical and virtual servers), workstations, mobile devices, and network infrastructure.
- Ensures system security including identifying security vulnerabilities and implementing security protocols to protect against cyber threats.
- Configures and manages virtualization platforms, such as VMware.
- Manages technology implementations and collaborates with staff, vendors, and contractors to plan and complete technology-related projects.
- Oversees AI (Artificial Intelligence) implementations.
- Administers desk phones (cloud, on prem) and mobile devices (cellular).
- Administers Mobile Device Management (MDM) implementations.
- Administers police squad and body cameras systems.
- Administers various websites and social media presence.
- Performs regular system backups and ensure data integrity and recoverability.
- Maintains server security patches and updates.
- Oversees various compliance requirements and serves as the Local Agency Security Officer (LASO) for the Police Department.
- Develops and maintains system documentation, diagrams, and operating procedures.
- Provides on-call support for after-hours technical outages when necessary.
- Provides advanced technical support and troubleshooting for end users.

System Administrator

Page 2

- Serves as a backup support role for the Network Administrator and Technology Specialist.
- Performs other duties as assigned or when necessary.

Knowledge, Skills, and Abilities

- Advanced knowledge of computer and server operating systems.
- Knowledge of network infrastructure components such as routers, switches, firewalls.
- Knowledge of protocols and technologies, including TCP/IP, DNS, DHCP, VPN, AD and LDAP.
- Experience with virtualization platforms, such as VMware or Hyper-V.
- Familiarity with system security principles and best practices.
- Experience with cloud computing platforms.
- Experience with report generation and software modification including necessary programming, scripting, or markup language.
- Ability to be creative, innovative, and flexible in managing evolving technology trends and needs.
- Strong analytical, organizational, troubleshooting, and problem-solving skills with the ability to work independently and to collaborate as a member of a team.
- Excellent communication and interpersonal skills.

Education, Experience, and Special Requirements

- Bachelor's degree in Computer Science, Information Technology, or a related field.
- Three (3) years of experience in system administration, system engineering, advanced technology support, or related position - preferably in local government.
- Equivalent combination of education and experience as determined by the Department Head.
- Valid driver's license.
- Ability to work flexible hours, occasional evenings and weekends, to support 24/7 operations.
- Satisfactory completion of FBI / MN BCA background examination including national fingerprint-based criminal history record check and maintain Criminal Justice Information System (CJIS) Security and Privacy: Security Role.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking and repetitive motions and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small part, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 29, 2025



Technology Specialist

Department: Technology

FLSA Status: Non-Exempt

General Definition of Work

Performs specialized technical support throughout the organization under the general direction of the Technology Director. Responsible for skilled technical work providing support, administering applications, installing and maintaining hardware and software, maintaining data/records/files, training end users, troubleshooting hardware and software issues.

Essential Functions

- Serves as the primary technology support role and general troubleshooting.
- Resolves technology-related issues by troubleshooting software, hardware, and network issues.
- Provides technical support and necessary training in the operation of computers, operating systems, software, copiers, telephones, mobile devices, printers, and other technologies.
- Supports Microsoft 365 software applications.
- Manages helpdesk implementation.
- Maintains inventory of hardware and software, licensing, subscriptions, warranties, services, etc.
- Deploys and maintains device and software patches, updates, and upgrades.
- Supports desk phones, cell phones, and mobile devices.
- Manages printing and imaging hardware and operations.
- Manages user accounts and permissions across various platforms.
- Performs system backups and ensures data integrity and recoverability including restores, troubleshooting, scheduling, and testing.
- Monitors various systems to ensure reliable performance and to detect issues in the early stages.
- Supports building security and park security camera operations.
- Maintains various websites and social media presence.
- Documents processes, workflows, knowledge base.
- Elevate technical support requests to appropriate level necessary to resolve issues.
- Assists with cable channel operation, scheduling, and content creation.
- Provides audio/video technology support as needed.
- Provides technical training and support for end-users.
- Serves as a backup support role for the GIS Specialist.
- Performs other duties as assigned or when necessary.

Knowledge, Skills, and Abilities

- Detailed knowledge of computers, servers, devices, printers, scanners, etc.
- Knowledge of protocols and technologies, including TCP/IP, DNS, DHCP, VPN, AD and LDAP.
- Strong customer service skills with ability to provide appropriate support to end users.
- Familiarity with system security principles and best practices.
- Experience with cloud computing platforms and virtualization platforms.
- Experience with report generation.
- Ability to be creative, innovative, and flexible in managing evolving technology trends and needs.

Technology Specialist

Page 2

- Strong analytical, organizational, troubleshooting, and problem-solving skills with the ability to work independently and to collaborate as a member of a team.
- Excellent communication and interpersonal skills.

Education, Experience, and Special Requirements

- Associate's degree in Computer Science, Information Technology, or a related field.
- One (1) year of experience in technology support or a related position - preferably in local government.
- Equivalent combination of education and experience as determined by the Department Head.
- Valid driver's license.
- Ability to work flexible hours, occasional evenings and weekends, to support 24/7 operations.
- Satisfactory completion of FBI / MN BCA background examination including national fingerprint-based criminal history record check and maintain Criminal Justice Information System (CJIS) Security and Privacy: Security Role.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking and repetitive motions and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small part, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 29, 2025



GIS Specialist

Department: Technology

FLSA Status: Non-Exempt

General Definition of Work

Performs specialized GIS and geospatial-related technology functions under the general direction of the Technology Director. Responsible for maintaining GIS implementations throughout the organization including data creation and editing, application development and maintenance, map creation, database creation and maintenance, publishing map services, and end user training and support.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Responsible for geospatial implementations throughout the organization.
- Maintains City-wide geospatial datasets; compiles geographic data from a variety of sources; scans, rectifies, and digitizes data, edits and refines data, and updates databases; performs quality control checks to assure data integrity.
- Develops geospatial applications for use on local networks, online, and in the field (mobile).
- Publishes web services for use within public and internal web applications, mobile data collection, and emergency services data analysis.
- Interprets plat maps, legal descriptions (metes and bounds), surveys, and other official sources to update, conduct research, and apply corrections to spatial data.
- Collects data in the field using a variety of mobile devices including GPS, trains and supports other staff who collect or edit data in the field.
- Compiles geographic data from various sources – scans, rectifies, digitizes, edits, and refines data.
- Creates and maintains library of relevant maps – physical and digital.
- Performs geospatial analysis and modelling, statistical analysis, trend analysis, etc.
- Performs quality control checks to assure data integrity.
- Coordinates with staff and departments to create GIS applications and effectively display information for internal and public engagement.
- Creates and maintains consistent metadata for data sets, applications, and resources.
- Provides ad-hoc and custom maps, including updates, when requested.
- Provide support for GPS hardware and technologies.
- Provides training and support for end users of GIS and geospatial solutions.
- Serves as a backup support role for the Technology Specialist.
- Performs other duties as assigned or when necessary.

GIS Specialist

Page 2

Knowledge, Skills, and Abilities

- Advanced knowledge of ESRI ArcGIS software products include ArcMap, ArcPro, ArcGIS Online, ArcGIS Field Maps, etc.
- Experience with python, arcade, or model building scripting.
- Knowledge of geo-processing, cartographic design, and cartographic principles and procedures.
- Knowledge of coordinate systems, projections, and related geographic principles.
- Knowledge of data conversion, translation, and transfer techniques.
- Knowledge of relational database principles and geodatabase design.
- Ability to educate and train staff in the use of various GIS implementations.
- Ability to provide technical support for desktop, web, and mobile GIS applications.
- Ability to interpret construction plans, as-builts, plat maps, legal descriptions, land surveys, etc.
- Strong analytical, organizational, troubleshooting, and problem-solving skills with the ability to work independently and to collaborate as a member of a team.
- Excellent communication and interpersonal skills.

Education, Experience, and Special Requirements

- Associate's degree in GIS, Geography, Computer Science, IT, or a related field.
- One (1) year of experience in a GIS related position, preferably in local government.
- Equivalent combination of education and experience as determined by the Department Head.
- Valid driver's license.
- Satisfactory completion of FBI / MN BCA background examination including national fingerprint-based criminal history record check and maintain Criminal Justice Information System (CJIS) Security and Privacy: Security Role.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking and repetitive motions and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small part, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 29, 2025



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Approve Distribution of 2024 Statewide Affordable Housing Aid (SAHA) Funds

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

The City received \$96,242 in December 2023 from the Statewide Affordable Housing Aid. The Aid is meant to help counties, tribal governments and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions. At the August 5th, 2024 City Council meeting, the Council reviewed two proposals and awarded \$88,000 to Habitat for Humanity for the construction of three single-family homes. The City of Brainerd again received \$96,242 in 2024 and was received in two equal installments in July and December.

At the December 16th City Council meeting, Council authorized staff to advertise for the remaining balance of \$8,242 from 2023 along with the additional \$96,242 from 2024 for a total of \$104,484. Proposals for SAHA funds were due by January 24th, 2025. Staff has attached a document from Minnesota Housing and the MN Department of Revenue that outlines eligibility requirements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The City has received two proposals for the City's available Statewide Affordable Housing Aid. Both parties and proposed projects are eligible to receive the funds based on the State's requirements.

My Neighbor to Love Coalition requests \$104,484 in Statewide Affordable Housing Aid. Any funds awarded from Statewide Affordable Housing Aid would go toward the remaining construction costs of our multi-family 12-plex (Creekside North). "Receiving the Statewide Affordable Housing Aid allocation would greatly impact our efforts and be a significant help in getting us to the finish line. We are on schedule to complete this project by April 2025."

Lakes Area Habitat for Humanity requests \$70,000 but indicated that they would be appreciative of any additional funding provided by Council. Use of the Statewide Affordable Housing Aid would go towards the construction of a single-family home on B Street.

RECOMMENDED ACTION/MOTION:

Staff recommend the City Council review both proposals and consider distribution of 2023 and 2024 SAHA funds.

FINANCIAL IMPACT: N/A



My Neighbor to Love Coalition

Solving homelessness by providing affordable housing, addressing contributing factors, and creating a supportive community.

December 9, 2024

James Kramvik
Community Development Director

Dear James,

As we are all aware, truly affordable housing remains a crucial need for the Brainerd area, particularly for those with extremely low incomes. My Neighbor to Love Coalition (MNTLC) continues to work to solve this problem by building housing units for people who cannot afford available rental housing, resulting in them becoming homeless.

MNTLC has been filling out applications and conducting interviews for our next building in our Creekside Community Development - a multi-family 12-plex. Of our over 40 applicants, one-third are aged 55+ (with 23% being over age 60). Many of these applicants have serious medical conditions. Most of the applicants have experienced trauma. They have lost hope that their lives could improve and they see no end in sight of ever having an address. Six of the units in the 12-plex are reserved for people with special needs.

The purpose of this letter is to respectfully request the \$104,484 in Statewide Affordable Housing Aid. Our Creekside Community Development qualifies for funding as we are a nonprofit affordable housing provider. According to the Statewide Affordable Housing Aid program, our project is also prioritized being MNTLC is providing rental housing to households whose incomes do not exceed 50% of the area median income (AMI). Many of our units are rented to households with incomes below 30% AMI. We are also compliant with the State Building Code Accessibility Provisions and have at least one unit accessible by their definitions, along with units that are sensory accessible.

Any funds awarded from Statewide Affordable Housing Aid would go toward the remaining construction costs of our multi-family 12-plex (Creekside North). Total project costs (excluding pre-development and landscaping costs) are \$1,779,770. We have raised approximately \$792,000 in capital grants and donations and continue to work on fundraising. We also have access to an \$800,000 loan, intended to use as back-up while we raise the remaining funds. Receiving the Statewide Affordable Housing Aid allocation would greatly impact our efforts and be a significant help in getting us to the finish line. We are on schedule to complete this project by April 2025.

Please reach out to ask any questions you may have or if you need further information. We appreciate the consideration of the City Council in this matter.

Thank you,

Vicky Kinney
Executive Director

P.O. BOX 581, NISSWA, MN 56468 • 218-821-7875 • INFO@MNTLC.ORG • MNTLC.ORG



Promoting strength, self-reliance, and stability through shelter in
Cass, Crow Wing, Hubbard and Wadena Counties

January 23, 2025

James Kramvik
RE: SAHA request

Good afternoon James,

Please accept this request for additional SAHA funds for the B Street project previously partially funded. The previous award of \$20,000 allowed us to: order survey work on the lot; begin architectural service; fund the permitting charges.

The reality of construction costs has affected Habitat. Even with our increased fundraising capacities, we haven't been able to keep up with the increasing costs of construction. We are eager to begin this build mid to late summer.

We would be most appreciative if any additional amount could be considered towards the expected finished cost of this build of \$170,000. Just six short years ago, we were able to build these exact same homes for less than \$110,000.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Pelkey". The signature is fluid and cursive, written over a horizontal line.

Kevin Pelkey, Executive Director
Lakes Area Habitat For Humanity

From: [Kevin Pelkey](#)
To: [James Kramvik](#)
Subject: Re: Attached Image
Date: Friday, January 24, 2025 1:39:58 PM
Attachments: [image001.png](#)

*** **Warning:** External sender, use extreme caution with attachments and links ***

[REDACTED] For a #, I would like to ask for \$70k. [REDACTED]
[REDACTED]

Get [Outlook for iOS](#)



Statewide Affordable Housing Aid

Statewide Affordable Housing Aid helps counties, Tribal nations, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing. Aid was first paid in 2023.

About the Program

The Department of Revenue certifies amounts for eligible Tribal nations, counties, and cities by August 1 each year. We base this certification on current laws, including any changes from the most recent legislative session.

A summary of how aid was calculated is included with each year's certification.

In 2023, Statewide Affordable Housing Aid was paid in one installment on December 26. Beginning in 2024, it will be paid to cities and counties in two equal installments in the year after it is certified. The first half will be paid each year on July 20 and the second half on December 26. The aid for Tribal nations will be paid each year in one installment by December 26 of the year it is certified.

2025 Certification

Tribal nations - 2025 Statewide Affordable Housing Aid Amounts (The aid amounts for Tribal nations will be calculated and certified by August 1, 2025.)

[Counties - 2025 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2025 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2025 Statewide Affordable Housing Aid](#)

2024 Certification

[Tribal nations - 2024 Statewide Affordable Housing Aid Amounts](#) (Due to law changes during the 2024 legislative session, the aid amounts for Tribal nations were recalculated and recertified on July 31, 2024.)

[Counties - 2024 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2024 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2024 Statewide Affordable Housing Aid](#)

2023 Certification

[Tribal nations - 2023 Statewide Affordable Housing Aid Amounts](#)

[Counties - 2023 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2023 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2023 Statewide Affordable Housing Aid](#)

Use of Aid

Funds from this aid program must be spent on a qualifying project by December 31 of the fourth year after the aid was received.

Funds will also be considered spent if both of these conditions are met:

- A county or eligible city demonstrates to Minnesota Housing that the city or county cannot expend funds on a qualifying project by the deadline due to factors outside the control of the city or county
- The funds are transferred to a local housing trust fund

Funds transferred to a local housing trust fund must be spent on a project or household that meets affordability requirements.

Qualifying Projects

Qualifying projects include:

- Emergency rental assistance for households earning less than 80% of area median income as determined by the United States Department of Housing and Urban Development
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing
- Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing for households that have incomes not exceeding:
 - **For homeownership projects**, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
 - **For rental housing projects**, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For areas outside Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington counties:** the development of properties that are rented at market value if the relevant unit of government submits with their report to Minnesota Housing a resolution and supporting documentation showing that the area meets the requirements of Minnesota Statute 462A.39, subd. 4, para. (a)

For more information about qualifying projects, go to the [Minnesota Housing Local Government Housing Programs](#) under Local and Statewide Affordable Housing Aid.

Affordability Requirements

Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Projects are prioritized that provide affordable housing to households with incomes that:

- **For homeownership projects**, do not exceed 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For rental housing projects**, do not exceed 50% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority may be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing
- Create more energy- or water-efficient homes

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid from this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction or substantial rehabilitation of a building containing more than four units, the loan recipient must construct, convert, or adapt the building to include:

- The greater of at least one unit or at least 5% of units that:
 - Are accessible as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota
 - Include at least one roll-in shower
- The greater of at least one unit or at least 5% of units that are sensory-accessible with:
 - Soundproofing between shared walls for first and second floor units
 - No fluorescent lighting in units and common areas
 - Low-fume paint
 - Low-chemical carpet

- Low-chemical carpet glue in units and common areas

Note: These guidelines do not relieve a project funded by this aid program from meeting other applicable accessibility requirements.

Reporting to Minnesota Housing

Beginning in 2025, aid recipients must submit a report annually to Minnesota Housing no later than December 1. The report must include documentation of the location of any unspent funds distributed and of qualifying projects completed or planned with funds.

For more information about the report and submission process, go to the [Minnesota Housing Local Government Housing Programs](#) under Local and Statewide Affordable Housing Aid.

Tribal Nation Application

All 11 federally recognized Tribal nations located in Minnesota are eligible to receive aid.

Eligible Tribal nations may choose to receive aid by:

1. Emailing PropTax.Admin@state.mn.us by January 15 of the year they would like to start receiving aid
2. Certify their most recent estimated number of enrolled members to PropTax.Admin@state.mn.us by March 1 of each year

For aid payable in 2024 only, Tribal nations have until June 30 to choose to receive aid and provide their most recent estimated number of enrolled members.

Questions?

For more information about this program, including answers to frequently asked questions, go to the [Minnesota Housing Local Government Housing Programs](#) under Local and Statewide Affordable Housing Aid.

You can email us about aid distribution at PropTax.Admin@state.mn.us.

462A.39 WORKFORCE HOUSING DEVELOPMENT PROGRAM.

Subdivision 1. **Establishment.** The commissioner of Minnesota housing finance shall establish a workforce housing development program to award grants or deferred loans to eligible project areas to be used for qualified expenditures. Grants or deferred loans authorized under this section may be made without limitations relating to the maximum incomes of the renters.

Subd. 2. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Eligible project area" means a home rule charter or statutory city located outside of a metropolitan county as defined in section 473.121, subdivision 4, with a population exceeding 500; a community that has a combined population of 1,500 residents located within 15 miles of a home rule charter or statutory city located outside a metropolitan county as defined in section 473.121, subdivision 4; federally recognized Tribal reservations; or an area served by a joint county-city economic development authority.

(c) "Joint county-city economic development authority" means an economic development authority formed under Laws 1988, chapter 516, section 1, as a joint partnership between a city and county and excluding those established by the county only.

(d) "Market rate residential rental properties" means properties that are rented at market value, including new modular homes, new manufactured homes, and new manufactured homes on leased land or in a manufactured home park, and may include rental developments that have a portion of income-restricted units.

(e) "Qualified expenditure" means expenditures for market rate residential rental properties including acquisition of property; construction of improvements; and provisions of loans or subsidies, grants, interest rate subsidies, public infrastructure, and related financing costs.

Subd. 3. **Application.** The commissioner shall develop forms and procedures for soliciting and reviewing application for grants or deferred loans under this section. At a minimum, a city must include in its application a resolution of its governing body certifying that the matching amount as required under this section is available and committed.

Subd. 4. **Program requirements.** (a) The commissioner must not award a grant or deferred loans to an eligible project area under this section until the following determinations are made:

(1) the average vacancy rate for rental housing located in the eligible project area, and in any other city located within 15 miles or less of the boundaries of the area, has been five percent or less for at least the prior two-year period;

(2) one or more businesses located in the eligible project area, or within 25 miles of the area, that employs a minimum of 20 full-time equivalent employees in aggregate have provided a written statement to the eligible project area indicating that the lack of available rental housing has impeded their ability to recruit and hire employees; and

(3) the eligible project area has certified that the grants or deferred loans will be used for qualified expenditures for the development of rental housing to serve employees of businesses located in the eligible project area or surrounding area.

(b) Preference for grants or deferred loans awarded under this section shall be given to eligible project areas with less than 30,000 people.

(c) Among comparable proposals, preference must be given to projects with a higher proportion of units that are not income-restricted.

Subd. 5. **Allocation.** The amount of a grant or deferred loans may not exceed 50 percent of the rental housing development project cost. The commissioner shall not award a grant or deferred loans to an eligible project area without certification by the eligible project area that the amount of the grant or deferred loans shall be matched by a local unit of government, business, nonprofit organization, or federally recognized Tribe, with \$1 for every \$2 provided in grant or deferred loans funds.

Subd. 6. **Report.** Beginning January 15, 2018, the commissioner must annually submit a report to the chairs and ranking minority members of the senate and house of representatives committees having jurisdiction over taxes and workforce development specifying the projects that received grants or deferred loans under this section and the specific purposes for which the grant funds were used.

History: 2017 c 94 art 11 s 7; 2023 c 37 art 4 s 14,15



For Release:

THE CITY OF BRAINERD IS ACCEPTING WRITTEN PROPOSALS FOR AFFORDABLE HOUSING AID

As a part of the Statewide Affordable Housing Aid, the City of Brainerd has received \$104,484 in funds for use in 2025 to help preserve affordable housing within their jurisdiction. The City of Brainerd is requesting proposals for projects within the city limits that would qualify for these funds.

For more information about project eligibility: <https://www.revenue.state.mn.us/statewide-affordable-housing-aid>

Please submit detailed proposals to Community Development Director James Kramvik by January 24th.

In Person: City of Brainerd, City Hall, 501 Laurel Street, Brainerd, MN 56401

Electronically: jkramvik@ci.brainerd.mn.us



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Request to Delay payment of SAC and WAC Charges and Deferred Assessment for Country Manor Development Project

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director, Connie Hillman, Finance Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director, Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: There is a deferred assessment on one of the Country Manor parcels from the Beaver Dam project. The assessment is now due because the lots have been re-platted and developed is occurring on the parcel. The principal amount of the assessment is \$64,950.52 with 10 years of interest at 5.75% for a total amount of \$102,297.07. Country Manor is requesting Council to:

- Waive the 10 years of interest at 5.75% (\$37,346.55).
- Delay the payment of the principal amount to start 30 days after the building opens for services. 4 additional annual payments would be made on the anniversary date of the first payment.

The SAC and WAC charges for the project are estimated to be \$468,600. Actual charges will not be known until the building is constructed. Country Manor is requesting Council to:

- Delay payment of SAC and WAC to start 30 days after the building opens for services. 4 additional annual payments would be made on the anniversary date of the first payment.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Country Manor also proposed an interest rate of 1.5%. An amortization schedule is attached using the proposed interest rate, the estimated SAC and WAC charges, and the principal amount only (\$64,952) of the assessment.

The BPU Commission discussed the delayed payment of SAC and WAC at their December commission meeting. An excerpt of their minutes is attached where the discussion was held.

Based on Council's action tonight, the interest rate and the arrangement will be included in the Development Agreement with Country Manor to be presented to Council for consideration at the February 18, 2025 council meeting.

RECOMMENDED ACTION/MOTION: Motion to approve, or to deny with recommended changes, Country Manor's request to delay payment of SAC and WAC and deferred assessment for the Country Manor development project.

FINANCIAL IMPACT:

City of Brainerd and Country Manor Proposed Payment Deferral Plan

Original Fees	\$533,551
Annual Interest Rate on Deferred Payments	1.5%

<u>Payment</u>	<u>Fee</u>	<u>Months</u>	<u>Interest</u>	<u>Remaining</u>
1	\$106,710	12	\$8,003	\$426,840
2	\$106,710	12	\$6,403	\$320,130
3	\$106,710	12	\$4,802	\$213,420
4	\$106,710	12	\$3,201	\$106,710
<u>5</u>	<u>\$106,710</u>	<u>12</u>	<u>\$1,601</u>	<u>\$0</u>
Total	\$533,551		\$24,010	

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

December 31, 2024

Consider Country Manor WAC/SAC Deferment – See board packet for application

Public Utilities Director Evans presented the request. Highlights included:

- The request is to defer the SAC/WAC fees and repay on an installment basis over a five year period with the payments being divided into 5 equal installments. The first payment is to be paid 30 days after the building opens for services and additional payments would be made on the anniversary day of the first payment each year for four consecutive years.

CEO from Country Manor, Anthony Fenstad, presented the project and associated request. Commission had a discussion on the requested deferment. Community Development Coordinator Kramvik noted that the February 3rd City Council meeting would allow for the commission to make an additional recommendation on the topic of a potential interest rate.

Motion by Commissioner Wussow and seconded by Commissioner O'Day to approve deferment of SAC/WAC fees for the Country Manor project. The deferred fees would be repaid over a 5-year period with additional discussion to occur around potential interest or security rate on the deferred fees. There was a vote in favor of the motion with Matten and O'Day voting in favor and Wussow opposed. Motion carried.

Letter Requesting Waiver of Fees

Commissioner Wussow presented a letter that was received by staff and Commission to waive excess fees for the month of September related to lawn irrigation. Discussion included:

- Dispute of charges were related to use of his sprinkler system and current sprinkling credit end date. A request to waive fees incurred on the owners' September utility bill was requested.

Motion by Commissioner Wussow and seconded by Commissioner O'Day to deny the request for waiving the wastewater treatment and collection fees in the amount of \$138.92. There was a unanimous vote in favor of the motion. Motion carried.

Commissioner Wussow requested an addition to next month's agenda be added to propose new dates for the applied sprinkling credit. The request would be to consider the start to be pushed back to May (currently April) and then to end after September is over. Commissioner O'Day noted that he had received another call on this. Shifting the time frame would cover the same amount of months but just start later and end later.

Motion by Commissioner Wussow and seconded by Commissioner O'Day to add to the January 28th, 2025, meeting agenda, the topic of changing the billing dates to receive the sprinkling credit. There was a unanimous vote in favor of the motion. Motion carried.



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Ratify Hiring of Aaron Forstrom as Transit Operations Specialist

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Mike Habighorst, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: We received four applications for the Transit Operations Specialist position. Staff invited three applicants to interview and made an offer to Aaron Forstrom. Aaron will start with us on February 12, 2025, at Step 2 of the 2025 Transit Operations Specialist wage grid (\$25.39 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Ratify the hiring of Aaron Forstrom for the Transit Operations Specialist position effective February 12, 2025; further, that he be placed on Step 2 of the Transit Operations Specialist wage grid (\$25.39 per hour).

FINANCIAL IMPACT: This position was included in the 2025 budget.



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Approval of the Revised Employee Policy Manual

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Several employment law changes were approved during the 2024 MN Legislative Session. Staff has reviewed and modified our Employee Policy Manual (EPM) to incorporate those changes as well as some policy changes that the Council has enacted this past year. Below is a listing of the main changes:

- Earned Sick and Safe Time – included 2024 law changes with language as recommended by the LMC. This also impacted our Family and Medical Leave policy.
- Pregnancy and Parental Leave - included 2024 law changes with language recommended by the LMC.
- Political Activity - included 2024 law changes with language recommended by the LMC.
- Clarified that a Work Group will be formed when hiring the Public Utilities Director since we now only have one Department Head in the Public Utilities Department.
- Floating Holidays – clarified that new hires receive one floating holiday upon hire.
- References to Municipal Utility Managers was changed to Division Managers (this change was already approved by Council and needed to be incorporated into the EPM).
- Clarified that in order to be eligible for backpay, employees must be currently employed with the City at the time of backpay distribution.
- Added that when a change of reporting officer occurs, that supervisor needs to complete applicable performance reviews before their last working day.
- Minor updates to the Technology Policy section.
- Updated Exhibit A to reflect our 2025 Health Insurance Plans. Also, since all of our current Department Heads and Supervisors were hired or promoted after May 1, 2010, the health insurance provision for those hired before that date has been removed.

A redlined version is also attached to easily see the proposed changes. Please note that the Ratwik firm has reviewed this redlined version.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Another 2024 law change is that employers cannot ask "applicants" about their current wage in order to make a job offer. The applicant can offer the information; however, the potential new employer cannot request it. Ratwik Staff have recently clarified that since our internal promotions language in the Employee Policy Manual does not request any external wage information, we can continue to utilize that practice. We will need to follow the new law for new hires.

RECOMMENDED ACTION/MOTION: Motion to approve the updated Employee Policy Manual as presented.

FINANCIAL IMPACT: n/a

Adopted: ~~January 2, 2024~~

Employee Policy Manual

City of Brainerd

TABLE OF CONTENTS

	Page No.
ARTICLE 1 - PURPOSE	2
ARTICLE 2 - SCOPE OF POLICY	3
ARTICLE 3 - INTERPRETATION.....	3
ARTICLE 4 - IMPLEMENTATION OF POLICY	4
ARTICLE 5 - GENERAL INFORMATION.....	4
ARTICLE 6 - APPOINTMENTS AND PROMOTION	19
ARTICLE 7 - SALARY ADMINISTRATION PLAN	22
ARTICLE 8 - PROBATIONARY PERIOD.....	23
ARTICLE 9 - HOURS OF WORK.....	25
ARTICLE 10 - OVERTIME HOURS	27
ARTICLE 11 - PERSONNEL/PAYROLL	29
ARTICLE 12 - SEPARATION FROM EMPLOYMENT	30
ARTICLE 13 - RETIREMENT AND SEVERANCE PAY	31
ARTICLE 14 - MEAL AND COFFEE BREAKS.....	31
ARTICLE 15 - HOLIDAYS.....	32
ARTICLE 16 - REGULAR VACATION	33
ARTICLE 17 - EMPLOYEE LEAVES	35
ARTICLE 18 - EMPLOYEE INSURANCE	54
ARTICLE 19 - HEALTH CARE SAVINGS PLAN.....	55
ARTICLE 20 - CAFETERIA PLAN.....	55
ARTICLE 21 - EDUCATION, TRAINING AND DEVELOPMENT	56
ARTICLE 22 - EMPLOYMENT RELATED REIMBURSEMENTS.....	62
ARTICLE 23 - DRUG-FREE WORKPLACE/DRUG & ALCOHOL POLICIES	68
ARTICLE 24 - EMPLOYEE SAFETY MANUAL	71
ARTICLE 25 - POLITICAL ACTIVITY.....	72
ARTICLE 26 - HARASSMENT	72
ARTICLE 27 - GRIEVANCES	77
ARTICLE 28 - DISCIPLINE AND DISCHARGE	78
ARTICLE 29 - ACCIDENT PROCEDURES	82
ARTICLE 30 - STATEMENT OF POLICIES & PROCEDURES RE: REIMBURSEMENT OF COSTS AND ATTORNEY FEES	84
ARTICLE 31 - TECHNOLOGY USE	84
ARTICLE 32 – SOCIAL MEDIA POLICY.....	95
ARTICLE 33 - TELECOMMUTING/REMOTE WORK POLICY	95
ARTICLE 34 - QUESTIONS OR CONCERNS.....	96
ACKNOWLEDGMENT PAGE	97
 EXHIBIT A – HEALTHCARE INSURANCE PREMIUM CONTRIBUTIONS	 98
EXHIBIT B – LONG-TERM DISABILITY COVERAGE & LIFE INSURANCE	101
EXHIBIT C – MN HEALTH CARE SAVINGS PLAN CONTRIBUTIONS	102
EXHIBIT D – EARNED SICK AND SAFE TIME EMPLOYEE NOTICE	104
EXHIBIT E – NURSING MOTHERS, LACTATING EMPLOYEES AND PREGNANCY ACCOMMODATIONS EMPLOYEE NOTICE	106

ARTICLE 1. PURPOSE

Section 1.01 Policy Statement

The City Council of the City of Brainerd ("City") deems it advisable to establish a policy governing the relationship between the employees and the City, and to provide procedures for its administration. In the formation of this policy, the Council recognized that the City is a political subdivision of the State of Minnesota and the Employee Policy Manual must conform to applicable law. Within this framework, the Council can establish governing principles upon which a progressive, comprehensive and efficient program of employee relations may be based.

Section 1.02 General

The purpose of this manual is to help you to better understand the policies and procedures which affect and guide your employment with the City of Brainerd. These policies are not and cannot be construed as contract terms, a guarantee of continued employment, or terms and conditions of employment. This manual replaces, revokes, and supersedes any previous personnel policies, interpretations, and practices. This manual is only valid until amended or replaced by the City Council.

This manual is not intended to cover all circumstances that might arise. Employees should become thoroughly familiar with the provisions of this manual within ten (10) business days of their receipt of this manual. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is "at-will" employment, meaning that such employment may be terminated by the employee or the City at any time, for any legal reason or no reason at all.

Section 1.03 Amendment to Policy

The City reserves the right to modify, revoke, suspend, or change the language of this personnel policy handbook or any individual policy or policies, in whole or in part, at any time, with or without notice, at the City Council's sole discretion.

Section 1.04 Equal Opportunity and Affirmative Action

The City of Brainerd is an Equal Opportunity Employer. The City will comply with all applicable laws governing equal employment opportunity and affirmative action. This policy extends to all applicants and employees and to all aspects of the employment relationship including, but not limited to, recruiting, hiring, promotion, transfer, and compensation.

Specifically, the City of Brainerd will provide equal employment and advancement opportunity on the basis of merit within the context of its unique business environment and without regard to race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.

The Human Resource Director is the designated Equal Employment Opportunity/Affirmative Action Coordinator who has been charged with ensuring that the City of Brainerd's EEO/AA policies are carried out.

If any employee, or applicant for employment, believes he/she has been discriminated against, please contact the Human Resource Director at 501 Laurel Street, Brainerd, MN 56401 or call (218) 828-2307.

ARTICLE 2. SCOPE OF POLICY

Section 2.01 Personnel Covered

This manual generally applies to all City employees, including probationary employees, appointed officials, and elected officials, except to the extent that this manual conflicts with applicable law or collective bargaining agreements. Certain provisions of this manual may be inapplicable to the following individuals:

- A. All elected officials;
- B. Members of City boards, commissions and committees;
- C. Volunteer personnel and emergency employees;
- D. Consultants and/or contracted personnel.

Section 2.02 Employees Covered by Labor Contracts

All provisions of this policy apply to employees covered by collective bargaining agreements, except when such provisions are in conflict with collective bargaining agreement provisions, in which case, such provisions of the collective bargaining agreement shall control.

ARTICLE 3. INTERPRETATION

The purpose of this manual is to provide a basis for the safe, orderly, and disciplined employment environment. This policy is intended to promote knowledge of what is expected of personnel generally, which should result in a greater degree of self-assurance in all positions. In relationships between positions, it should be each City

employee's individual aim to build mutual respect and confidence which is essential to local government service.

To the extent that any federal, state, or local law, ordinance, rule, or regulation conflicts with any policy or policies herein, the applicable law, ordinance, rule, or regulation shall control. To the extent that any federal, state, or local law, ordinance, rule, or regulation imposes stricter requirements on an area governed by these policies, the applicable law, ordinance, rule, or regulation shall control.

Additional information or clarification as to each ARTICLE of this personnel policy may be obtained from your supervisor, department head or the Human Resources Department. This manual is only a start in our communication network because the City maintains a continuous process of communicating policies and benefits to all staff members. The text of this manual, however, takes precedence over and controls any inconsistent communication from any City employee or elected official.

This manual summarizes the various policies and benefits currently provided by the City. Nothing contained in this personnel policy or in any other City document, and nothing said or done by a City employee, is, or can be construed as an employment contract between the City and an employee, as a guarantee of continued employment, or terms and conditions of employment. The City and the employee both have the right to terminate the employment relationship at any time, for any legal reason or no reason at all. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is "at-will" employment.

ARTICLE 4. IMPLEMENTATION OF THIS POLICY

It is the responsibility of all Department Heads and Supervisors to ensure implementation of this policy. Failure of any employee to perform in a manner consistent with this policy, State or federal Law will be grounds for discipline, up to and including immediate termination.

The City Administrator is hereby given authority for the administration of the policies contained in this manual, as directed by the City Council.

ARTICLE 5. GENERAL INFORMATION

Section 5.01 Data Practices Advisory

In accordance with the Minnesota Government Data Practices Act ("MGDPA"), the City is required to inform employees of their rights as they pertain to any private information that the City collects from them. During the course of City employment, an employee will likely be asked to provide information which is classified by state law as either private or

confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Much of the data the City has about individual employees, however, is classified as public according to Minnesota Statutes, ARTICLE 13.43, Sections 2 and 3 (as amended). Consistent with the relevant provisions of the MGDPA, all public data is available for inspection and copying by members of the public, with or without the employee's consent.

Information about employees requested by the City may be used for the following purposes: (1) to process payroll, including accounting for wages and fringe benefits and to justify any reimbursed expenses; (2) enroll in benefit programs and pension plans; (3) evaluate the employee's job performance, eligibility and abilities; (4) distinguish the employee from other applicants and employees and identify the employee in the correct personnel file; (5) determine the employee's eligibility for employment or promotion, and make employment decisions about the employee's performance; (6) contact the employee or other significant persons in case of an emergency; (7) compile equal opportunity and any affirmative action reports required by applicable law; (8) make decisions regarding the employee's eligibility for sick leave, family and medical leave, parenting leave, and other available leave; (9) make decisions regarding the employee's eligibility for workplace accommodations, including accommodations for disabilities; (10) comply with workers compensation requirements in the event of an injury; and (11) provide information during workplace investigations. Such information may also be used and disclosed for other purposes consistent with applicable law. The information provided by the employee may be used in performance evaluations, determinations regarding merit pay, applications for different employment positions, and other matters which involve a review of the employee's personnel file and past performance.

Unless the employee is told otherwise, the employee is required to provide this information. If the employee refuses to supply the information, the employee may face disciplinary action. Any information which the employee is required to provide cannot be used against the employee in a criminal proceeding. Even if the employee is not required to provide information, it is generally to the employee's best interest to provide it. Without the requested information, the City may not be able to determine the employee's eligibility for employment opportunities, compute wages, or grant the employee other benefits. The employee's refusal to provide information during an employment investigation may also necessitate that the investigation be completed without his or her input.

Federal law permits government agencies to require individuals to provide their social security number for the administration of any tax. Please be aware that when an employee is asked to give his or her social security number on revenue forms, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Services, and security tax programs. In most other cases, the disclosure of an employee's social security number is voluntary.

Any information an employee is asked to provide may be shared with individuals within the City whose job duties reasonably require access, as well as individuals outside of the City whose duties require access, such as insurance vendors, consultants, attorneys, and retirement plan employees. Information may also be shared with other agencies authorized by law to receive specific data.

If litigation arises, some or all information may be provided in documents filed with the court which are available to any member of the public. If it is reasonably necessary to discuss the information at an open City Council meeting, some or all data may be available to members of the public. To the extent that some or all of the information is part of the basis for a final decision on disciplinary action, that information may become public, as provided in Minnesota Statutes, ARTICLE 13.43 (as amended).

Section 5.02 Conduct as a City Employee

A. Scope of Policy

It is the policy of the City of Brainerd to maintain a respectful work and public service environment free from violence, discrimination, and offensive or degrading remarks or conduct. Preserving a respectful environment in which to work is the shared responsibility of both management and employees. Inappropriate conduct or communication can interfere with an individual's employment or use of public services, or create an intimidating, hostile or offensive work environment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include dismissal from employment.

This policy governs the conduct of all City employees, including; union, non-union, supervisory, non-supervisory, managerial, full-time, part-time and temporary employees; and members of City boards and commissions. This policy is also applicable to City elected officials.

In addition, employees are also expected to comply with ARTICLE 26 of this Manual, which prohibits harassment and inappropriate conduct.

B. Definitions of Prohibited Behaviors

Violent behavior includes the use or threat of physical force, harassment, or intimidation, or abuse of power or authority when the impact is to control others by causing pain, fear or hurt.

Discriminatory behavior includes inappropriate remarks about or conduct related to an individual's race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation (including gender identify and expression), status with regard to public assistance, or any other characteristic protected by state or federal law, including behavior specifically prohibited by ARTICLE 26 of these policies.

Offensive behavior may include, but is not limited to, such work-related actions as rudeness, exclusionary behavior, creating or displaying graphics depicting co-workers or customers inappropriately, angry outbursts, inappropriate joking, vulgar obscenities, name calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.

C. Expected Conduct of City Employees

1. City Employee Conduct in General

Employees of the City shall conduct themselves as professional representatives of the City at all times while on duty or on the employer's premises, and that employees will represent the City in such a manner as to reflect most favorably on the City. Conduct unbecoming a City employee shall include any conduct that tends to bring the City into disrepute or reflects discredit on the person as an employee of the City, or that which tends to impair the functioning of an employee, a department, or the City.

Your conduct as a City employee is an extremely important part of your job. You are a representative of our City, and as such, the way you perform your job and your neat and clean appearance reflects upon our entire organization. Your willingness to assist people, to courteously and accurately respond to their questions or complaints, and to refer them to the proper source when you are unable to solve their problems, are all important facets of your position with the City and impact upon each member of our staff.

2. Conduct in Dealing with the Public

a. Expected Public Interaction.

While representing the City, employees shall be professional and courteous to all members of the public and City customers. They shall be tactful in the performance of their duties, control their tempers and exercise the utmost patience and discretion. They shall not engage in argumentative discussions, even in the face of extreme provocation. They shall not use coarse, violent, profane or insolent language or gestures, and shall not express any prejudice concerning race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color,

religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law, or other personal characteristics.

b. Interaction with an Abusive Customer.

In the event a member of the public or City customer becomes abusive on the phone or in person, employees should refrain from escalating the situation and if possible, employ tactics to defuse the situation, e.g. lower the voice, ask the person to sit down. If the situation doesn't improve, the employee can refer the person to a supervisor or request that a police officer be called to the scene. Employees are not required to continue telephone or in-person conversations in which the caller uses profanity or threats. In those situations, the employee should refer the call to a supervisor or inform the caller, as courteously as possible, that the employee is hanging up and will talk with the caller after the caller has calmed down.

c. Media Requests

Requests for data must be directed to the designated responsible authority. Requests for information outside of the scope of an individual's job duties must be routed to the appropriate department head.

Any employee who identifies a mistake in a communication by the City should bring the error to the City Administrator. 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 data privacy, trademark, copyright, software use, and other laws governing the employee's communication.

Except for routine events and basic information readily available to the public (e.g., dates and locations of City Council meetings or City-sponsored events), all requests for interviews or information from the media must be routed through the City Administrator. No 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 may 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, or designee.

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

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the City Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: For example, the employee could state that, “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 Gregory 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 review the City’s Social Media Policy, separate from this policy manual, and 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.

d. Personal Communications and Use of Social Media

It is important for 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 (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability,

status with regard to public assistance, or any other characteristic protected by state or federal law.

Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook; X, formerly known as 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, 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.
- While representing the City or working on behalf of the City, regardless of the location or event at which the work is taking place, all employees are expected 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. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to city 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 Brainerd."
- 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 is not permitted to 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 for personal purposes even though he or she may have a key; a clerk, during work hours 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., (Brainerd Cop)).

3. Conduct Between Employees

a. Expectations of Cooperation and Respect

Employees shall cooperate with and be courteous to co-workers at all levels. While everyone is entitled to their feelings, they are not entitled to act on their feelings inappropriately in the workplace. Employees shall control their tempers and refrain from behaviors that are hostile, offensive, intimidating, degrading, or exploitative. Inappropriate displays include, but are not limited to: slamming doors, pounding tables, kicking furniture, unwanted physical contact of any nature, making threats, berating or belittling others, speaking in raised voices, using coarse, violent or profane language or gestures, refusing to speak or respond when spoken to, and refusing to provide assistance when requested.

Employees shall treat each other with respect. They shall refrain from making remarks about or using nicknames for other employees that are disparaging or based on a personal characteristic; producing cartoons or other graphics displaying other employees in an unfavorable light; communicating threatening or disparaging remarks via any medium (voice, e-mail, notes, etc.); engaging in unwanted horseplay or practical jokes; failing to relay written, verbal or telephone messages; unwanted, unwarranted physical contact of any nature, including “roughhousing” such as punching in the arm, pinching, arm twisting, etc., and other, similar unwanted conduct.

b. Workplace Violence

The City is committed to creating and maintaining a workplace that is free from violence. Employees are strictly prohibited from engaging in any threatening or violent behavior while on City premises, while operating vehicles for work related reasons, while engaged in City business off premises, while at any City sponsored activity, or while otherwise representing the City.

Specific examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive conduct directed toward another individual.
- Threatening an individual or his/ her family, friends, associates, or property with physical harm.

- The intentional destruction or threat of destruction of City property or another's property.
- Harassing or threatening phone calls, letters, or e-mails.
- Surveillance or stalking.
- Veiled threats of physical harm or similar intimidation.

Employees have a responsibility to help keep the municipal buildings safe and free of violence. Employees should inform their supervisor of any workplace situations that violate this policy, even if the threat is presented as "only a joke". Supervisors are responsible for taking immediate steps to avoid workplace violence from occurring and subsequently report such information to City Administration. Any employee who engages in threatening behavior or acts of violence will be subject to disciplinary action up to and including termination.

For purposes of this policy, the term "workplace violence" does not include actions by law enforcement officers taken in the course of their employment with the City and consistent with applicable law and City policy regarding use of force and law enforcement activities.

D. Reporting Inappropriate Workplace Behavior

Any employee who feels he or she is being subjected to behaviors in violation of this Policy and any employee who witnesses or becomes aware of such conduct, should take the following steps:

1. If possible, politely but firmly tell the person who is behaving inappropriately that you are uncomfortable with or offended by the behavior and ask them to stop.
2. Document in writing for personal reference that describes the inappropriate behavior, the date the inappropriate behavior occurred, how it made you feel, what you did, how the offending party responded, and the names and titles of any witnesses.
3. If confronting the offending party is not practical or possible, or if the person refuses to discontinue the inappropriate behavior, the employee should, adhering to the chain of command, contact someone on the list below verbally or in writing:
 - a. The employee's immediate supervisor
 - b. The employee's department head
 - c. The Human Resource Director
 - d. The City Administrator

Reports of conduct by the Human Resource Director or the City Administrator may be made to the Mayor or the Personnel Committee of the City Council.

When making a report, the complaining party should be prepared to provide the following information:

1. The complainant's name, department and position title.
2. The name, department, and position title of the offending party, if known.
3. The specific facts of the allegedly inappropriate behavior, how long it has allegedly gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) that was supposedly taken against the employee who is filing the complaint.
4. Names of witnesses, if any, to the allegedly inappropriate behavior.
5. Whether the complainant has previously reported the allegedly inappropriate behavior and, if so, to whom.

E. Investigating Complaints of Inappropriate Conduct

The Human Resource Director, the City Administrator, or designee of the City Administrator or Human Resources Director, shall investigate complaints of inappropriate workplace conduct.

The determination of whether inappropriate workplace conduct has occurred will be made on a case-by-case basis. Disciplinary action will also be determined on a case-by-case basis in accordance with these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

Employees who are found to have filed bad faith complaints of inappropriate workplace conduct may be subject to disciplinary action as described in the preceding paragraph.

F. Consequences of Engaging in Inappropriate Workplace Conduct

Employees who are found to engage in inappropriate workplace conduct may be subject to disciplinary action, up to and including immediate termination, subject only to applicable law, the provisions of these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

Supervisors are required to deal swiftly and vigorously with employees who treat others disrespectfully. Any supervisor who condones or allows inappropriate workplace conduct or fails or refuses to respond appropriately to complaints of inappropriate workplace conduct, may be subject to disciplinary action as described in the preceding paragraph, whether or not the supervisor actually engaged in inappropriate workplace conduct.

G. Retaliation for Complaints of Inappropriate Workplace Conduct

All employees are prohibited from retaliating or threatening to retaliate against anyone who complains of inappropriate workplace conduct. Any employee found to engage in retaliatory actions is subject to discipline, up to and including immediate termination, subject only to applicable law, the provisions of these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

H. Relationship of Code of Conduct to Harassment Policy.

This policy supplements and does not replace the City's policies prohibiting discrimination, harassment in the workplace, and workplace violence.

Section 5.03 Gifts and Endorsements

No employee shall directly or indirectly solicit, receive, or agree to receive any compensation, "tip," gift, reward, gratuity, payment of expense, or promise of future employment or other future benefit from any source except the City, for any matter or proceeding connected with or related to the duties of the employee. Notwithstanding the above rule, employees may only accept gifts that are specifically allowed by State statute.

Employees and elected officials qualifying as "local officials" pursuant to M.S. 471.895 (as amended) must comply with the terms of that statute.

Section 5.04 Solicitations

The City does not allow outside solicitations to take place on City time or property. If you are asked to purchase goods, contribute funds, etc. while on City premises, please notify your supervisor immediately.

Section 5.05 Conflicts of Interest

No City employee shall engage in any act which is in conflict, or creates an appearance of impropriety or conflict, with the performance of official duties. When an employee believes the potential for a conflict of interest exists, it is the employee's responsibility to avoid the situation. Employees must notify their supervisor if a conflict of interest or perception of a conflict-of-interest situation exists or may exist. Employees who knowingly fail to avoid or disclose a potential, perceived or actual conflict of interest situation are subject to disciplinary action in addition to any criminal penalty that may be involved. An employee shall be deemed to have a conflict if the employee:

- A. Has any financial interest in any sale to the City of any goods or services;
- B. Engages in conduct that violates Section 5.03 (Gifts and Endorsements) of this ARTICLE;

- C. Participates in his/her capacity as a City employee in the issuing of a purchase order or contract in which he/she has a private financial interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the City; or
- D. Engages in, accepts employment from, or renders services for private interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above.

An employee should not make a unilateral decision if there is any doubt about his/her private employment. The City Administrator or Human Resource Director should be consulted.

No employee shall, directly or indirectly, give or receive, or agree to give or receive any compensation, gift, reward, commission or gratuity from any source except the City for any matter directly connected with or related to his official services as such employee with this City except as provided in Section 5.05, subpart B above.

- E. Discloses or uses without authorization from the City Administrator private, confidential, or other non-public information to further the employee's private interest, or accepts outside employment or involvement in a business activity that will require the employee to disclose or use such information.
- F. Has a financial interest or personal interest in any legislation or decision coming before the City Council and participates in discussion with or gives an official opinion to the City Council unless the employee discloses on the record of the Council the nature and extent of such interest.

Section 5.06 Outside Employment

Employees may not engage in outside employment which might in any way hinder their objective and impartial performance of their public duties, be incompatible with their City employment, or impair their efficiency on the job. Individuals employed by the City of Brainerd must regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's Department Head. If a potential conflict exists based on this policy or any other consideration, the Department Head will consult with the City Administrator and Finance Director. 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.

Outside work shall be regarded as secondary to regular City employment and shall not interfere with the availability of employees for regularly scheduled work, emergency, or on-call duties. The City's Workers Compensation insurance does not cover any individual injured in the course of outside employment.

Section 5.07 Incompatible Activities

As a City employee, you have a responsibility to uphold a high standard of honesty and integrity.

You may not engage in any activities which are inconsistent, incompatible or in conflict with the duties of your position. These incompatible activities include activities such as using your position or City resources for personal gain or advantage, accepting money or gifts for performing your duties as a City employee, or engaging in activities which impair your attendance or efficiency in the performance of your duties. If an employee has any question as to whether an activity is "incompatible" with his or her work for the City, the employee must ask his or her department head or, if the employee is a department head, the City Administrator for clarification.

Section 5.08 Use of City Vehicles, Facilities and Equipment

No employee of the City shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for: unauthorized personal convenience, for profit, for private use, or as part of secondary employment, or any other use not in the interest of the City, except as provided by law. Use of such City property is to be restricted to such services as are available to the City generally and for the conduct of official City business.

Employees are responsible for appropriate use of time, telephones, cellular telephones, computers, printers, paper, pens, stationery, facsimile machines, and pages. They are expected to adhere to the highest ethical standards when conducting City business and to follow these policies.

Management personnel are responsible for ensuring the appropriate use of all City property, including e-mail and internet access through training, supervising, coaching and taking disciplinary action, when necessary.

Employees who are required to take a City vehicle or equipment home due to the nature of their work for the City, shall do so only with the approval of the City Administrator and in accordance with IRS reporting requirements, and applicable law. City vehicles shall be allowed to leave the City limits (or service area for Fire Department, Police, and BPU vehicles) only while on official City business.

City employees shall have no expectation of privacy in any property or equipment of the City, including, but not limited to, offices, cubicles, desks, files, vehicles, filing cabinets, voice mail, text messages on City paid cellular telephones, PDAs, computers, laptops, mass storage devices, e-mails, electronic media or devices of any kind, or any other type of equipment, property, or space provided by the City. Except when accessed by the police department for law enforcement purposes, any such property or equipment may be accessed, monitored, or searched by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion.

Staff members shall operate City vehicles in a careful and prudent manner and shall obey all state and federal laws and all City orders pertaining to such operation. Staff members shall set a proper example for others when operating City vehicles.

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.

To the extent allowed by law, the HR Department 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 Department Head and the HR Director or their designee on the first workday after any temporary, pending or permanent action is taken on their license, and in any event before operating a City vehicle, and to keep their Department Head and HR Director informed of any changes thereafter. The City will determine appropriate action on a case-by-case basis.

The City Council approved the following policy regarding vehicle use. The intent of this policy is to ensure appropriate use of City vehicles and rolling stock by City employees while working on City business or as a representative of the City and to ensure a clear understanding thereof.

- A. To the extent feasible, City employees should use a City-owned vehicle when traveling for City work, including conferences, seminars, and meetings that the employee is attending in his or her role as a City employee.
- B. Conferences, schools, seminars and meetings: For purposes of this policy it is intended that training opportunities during the regular work shift within a 90-mile distance of the work location is considered an acceptable work-related activity in as much as the vehicle will be returned to the work site either during or shortly after the completion of the shift.

- C. Out-of-town and overnight conferences and schools: To the extent feasible, employees should use an available City-owned vehicle when traveling to overnight conferences, schools, and events. For travel which has a duration of more than one workday in length, the employee may utilize a non-fleet vehicle, if a City-owned vehicle is not available, the use for which will be compensated at the approved rate. Alternatively, upon prior approval of the City Administrator or designee, the employee can utilize an available vehicle if not needed by other staff during the applicable timeframe.
- D. Lunch hours and authorized breaks: For purposes of this policy when an employee is scheduled to work at a site other than their normal reporting location, and for Police Officers on duty, use of a City vehicle for travel within one mile of the City limits for the purpose of lunch and other authorized breaks shall not be considered personal use.
- E. Overnight use: It is the intent of this policy that all municipal vehicles will have returned to their designated work location by the end of the work shift unless prior authorization has been received from the employee's Department Head.
- F. Personal use: Personal use of City vehicles by City employees or elected officials is prohibited without the express written consent of the City Administrator.

Section 5.09 Possession and Use of Dangerous Weapons.

All employees, except sworn employees of the Police Department, are prohibited from carrying or possessing firearms and/or dangerous weapons other than firearms while acting in the course and scope of employment for the City. The possession or carrying of a firearm or dangerous weapon by employees other than sworn Police Officers is prohibited while working on City property or while working in any location on behalf of the City. This includes but is not limited to:

1. Driving on City business;
2. Riding as a passenger in a car or any other type of transit on City business;
3. Working on the City's property, including City Hall or any other City-owned work site;
4. Working off site on behalf of the City;
5. Performing emergency or on-call work after normal business hours and on weekends;
6. Working at private residences and at businesses on behalf of the City;
7. Attending training or conferences on behalf of the City.

Possession or use of a dangerous weapon 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.

For the purposes of this policy, “dangerous 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.

- 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, to the extent required by Minnesota Statutes, section 624.714 (as amended), or other applicable law.
- Possession or use of a dangerous weapon necessary for the performance of duties by sworn Police Department employees.

In addition, the City prohibits the discharge of firearms on City property, except as necessary for the performance of duties by sworn Police Department employees. Any employee in violation of this policy will be subject to disciplinary action, up to and including discharge.

This policy is administered and enforced by the Human Resources Department. Anyone with questions or concerns specific to this policy should contact the Human Resource Director.

ARTICLE 6. APPOINTMENTS AND PROMOTION

Section 6.01 Appointment Procedure

It is the intent of the City of Brainerd to recruit and select qualified candidates for available positions, as it deems necessary. The City is committed to recruitment and selection practices that are based on merit. The recruitment and selection processes will be conducted to ensure an open and competitive process. The City Administrator or a designee will oversee the hiring process for positions within the City. Human Resources staff are responsible for managing the recruitment and selection process including, but not limited to, obtaining authorization to hire, evaluating job descriptions, preparing vacancy announcements, scoring applications, conducting interviews, facilitating background checks, scheduling various assessments and medical examinations, scheduling interviews, and making and withdrawing job offers. 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.

The selection process will be a cooperative effort between the City Administrator, HR Director and the hiring supervisor, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed, as determined by the City at its sole discretion.

When hiring the Public Utilities Director, the City Council will establish a Work Group to oversee the hiring process and up to two representatives from the BPU Commission Personnel Committee will be included in said Work Group.

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.

Every appointment to municipal service shall be recommended by the City Administrator or designee to the Personnel and Finance Committee and approved by the City Council. When required by law or by the City Administrator, merit and fitness shall be ascertained by written, oral or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

For an existing position that becomes vacant and new positions approved as part of the budget, the City Administrator or designee shall inform the City Council of the vacancy to receive the City Council's authorization to begin recruitment and, when complete, to bring a hiring recommendation to the City Council for authorization to hire. Furthermore, when a position has already received approval from the City Council and an offer is made to a candidate who then declines, the Human Resource Director and the department head may use their judgment in reviewing the list of applicants or re-advertising for the same position.

The City Council may, from time to time, provide staff with hiring perimeters. To the extent that the City Council does so, and if said perimeters are followed, the Council may ratify the hiring of an individual after a conditional job offer has been given and the successful completion of pre-employment screening process has been completed.

Unless otherwise required by law or applicable collective bargaining agreement, in no event shall the hiring or continued employment of any person be considered a contractual relationship between the employee and the City. Further, unless otherwise provided, such relationship shall be defined as employment "at-will," which allows either party to dissolve the relationship at any time, for any legal reason or no reason at all. When required by law or requested by the applicable Department Head, merit and fitness shall be ascertained by written, oral or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

Section 6.02 Physical Examination and Background Checks

To the extent authorized or required by law, the City reserves the right to require applicants to complete a pre-employment physical examination by a physician designated by the City as part of the hiring process. Likewise, to the extent authorized by law, the City reserves the right to require employees to complete physical examinations related to their ability to complete the essential functions of their positions. The cost of any such examination shall be paid by the City.

To the extent required or authorized by law, the City reserves the right to require applicants to submit to a background check, including a criminal history background check, as part of the hiring process. Likewise, to the extent authorized by law, the City reserves the right to require internal applicants for promotional positions to submit to a background check, including a criminal history background check, as part of the recruitment and appointment process.

Section 6.03 Promotion from Within

To the extent practical, notice of all new job openings or vacancies shall be posted for at least three (3) working days in an appropriate place. Any employee desiring to apply for such job opening shall do so via the designated application process. If a person other than the Human Resource Director is designated in the job posting, the designated individual shall provide the application to the Human Resource Director within one (1) working day of receipt of the application. The internal recruitment process in no way prohibits the City from seeking and hiring qualified applicants through an external recruitment process. Except as required by the provisions of a collective bargaining agreement, the City reserves the right to recruit external candidates with or without conducting an internal recruitment process and has no obligation to select an internal candidate over an external candidate.

Section 6.04 Acting Department Head Policy

The following provisions shall be followed for appointment of Acting Department Heads:

- A. An employee who is designated to act as a Department Head shall be compensated at the rate of pay of the lowest step on the wage grid for the Department Head position that would represent an increase in pay for the employee of at least 3%.
- B. An employee may be appointed to the position of Acting Department Head upon recommendation of the City Administrator through the Personnel and Finance Committee and final approval of the City Council.

- C. Subject to the provisions of any applicable collective bargaining agreement, upon appointment of a Department Head, the City may return the employee who was Acting Department Head to the position and rate of pay he or she held prior to appointment as Acting Department Head, unless the Acting Department Head is appointed to the Department Head position.
- D. It is understood that the employee appointed as Acting Department Head is receiving additional compensation as per the terms of this policy and that no additional compensation will be made if or when the employee returns to his/her previous position regardless if this policy is amended at any point in the future.
- E. Nothing in this policy provides, or can be construed as providing, any employee with the right to be selected as Acting Department Head or Department Head. Nothing within this policy alters, or can be construed as altering, the "at-will" nature of employment of Acting Department Heads.

ARTICLE 7. SALARY ADMINISTRATION PLAN

Non-union supervisory employees, Division Managers and Department Heads shall be compensated in accordance with wage resolutions adopted by the City Council.

New employees will generally start at Step 1. Promoted and/or reclassified employees will generally start at the lowest step that is at least 3% more than the employee received in his or her previous position with the City; further, wage step placement appeals will not be considered from promoted and/or reclassified employees for a higher step placement. The City retains the sole discretion to start an employee at a higher step depending on qualifications and needs of the City. Employees shall have no right under this policy to file a grievance or appeal to the City Council regarding their initial placement on the pay table or initial placement following a promotion or reclassification.

Performance evaluations shall be based on job descriptions and result-oriented performance standards. Performance evaluations are intended to assist the employee in reaching maximum potential, enhance services provided by the City, and provide for periodic, formal review by the employee's supervisor and Department Head. The performance evaluation system shall be conducted in the following way:

- A. It shall be the responsibility of each Department Head to provide periodic written evaluations of subordinate employees, on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible.

- B. It shall be the responsibility of the City Administrator to provide periodic written evaluations of Department Heads on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible. The City Administrator will request feedback from all City-appointed boards that the Department Head is the primary staff liaison to while preparing for said review. The board feedback will be received via a form provided by the Human Resources Department.
- C. It shall be the responsibility of the City Council to provide periodic written evaluations of the City Administrator, on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible.
- D. When there will be a change of the reporting officer for an employee as noted in Items A or B above, the outgoing reporting officer must complete a performance review for all applicable employees before their last working day.

The decision to provide a merit (step) increase shall be the determination, at the discretion of the Department Head, City Administrator, or City Council as applicable. Pay steps through step 6 are based on satisfactory performance.

In order to advance to Step 7 on an applicable wage grid approved by the City Council, an employee must be on Step 6 and obtain two “achieves expectations” and one “exceeds expectations” on their annual performance evaluation for their currently-held position in any given three-year cycle beginning January 1, 2019. In order to advance to Step 8, an employee must be on Step 7 and obtain another “exceeds expectations” with two prior “achieves expectations” on their annual performance evaluation for their currently-held position in any given three-year cycle.

Step increases for employees hired before August 1, 2022, will become effective on January 1 of each year following the employee’s performance review. For employees hired, reclassified or promoted on or after August 1, 2022, any step increase will become effective on their position anniversary date. Progression through the pay steps will be accomplished by an annual review of employee performance, as described above.

Denial or delay of a step increment shall be subject to the grievance procedures described in these policies.

ARTICLE 8. PROBATIONARY PERIOD

Section 8.01 Duration and Purpose

Subject to the provisions of an applicable collective bargaining agreement and applicable law, all new, rehired, promoted, or reassigned employees shall serve a twelve (12) month probationary period upon assuming their new positions. This period shall be used to observe the employee's work habits and ability to perform the work that they are required to do. Department Heads shall file with the City Administrator a written summary of the probationary period and include a recommendation for continued employment of the employee.

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

Section 8.02 Extension

An employee's probationary period may be extended for an additional period of time not to exceed six (6) months upon recommendation from the City Administrator or Department Head and at the sole discretion of the Human Resource Director.

Section 8.03 Termination

The City Council, upon recommendation of the Personnel and Finance Committee, may terminate with or without cause a probationary employee anytime during the probationary period.

Section 8.04 Completion

At the end of the probationary period, the Department Head will recommend that the City Administrator take one (1) of the following actions:

- 1) Extension of Probation;
- 2) Regular Employment; or
- 3) Termination.

If the recommendation is for termination, the City Administrator will take the recommendation to the Personnel and Finance Committee for consideration, before receiving final approval from the City Council.

An employee's completion of the probationary period does not guarantee future employment or create a "for cause" termination standard. All employees, including employees who have successfully completed a probationary period, are "at will" employees. Nothing in this personnel policy provides, is intended to provide, or should

be construed as providing additional rights to employees who complete the probationary period.

Section 8.05 Vacation and Sick Leave

During a new or rehired employee's probationary period, vacation leave and Sick Leave/ESST shall be earned. Employees may use vacation leave after the first six months of their probationary period, subject to approval by the employee's supervisor. Sick Leave/ESST may be taken during the probationary period not to exceed the sick leave time earned.

ARTICLE 9. HOURS OF WORK

Section 9.01 Work Schedule

Due to the necessity of providing service twenty-four hours per day, seven days per week, it is a reasonable condition of employment to require that employees work a regular schedule of hours as established by the City. Regular schedules shall not be construed as excluding shift rotation and emergency work schedules based on public necessity as determined by the City.

The following are descriptions of the work schedules for the types of employees utilized by the City of Brainerd.

- A. Subject to the terms of any applicable collective bargaining agreement, regular full-time and probationary full-time employees, included in the annual budget, normally have a work schedule of forty (40) hours per week, (five (5) days per week, eight (8) hours per day). The City reserves the right to set employees' schedules and hours of work as required to deliver City services.
- B. Regular part-time and probationary part-time employees have a work schedule that is less than forty (40) hours per week. Employees who work less than thirty (30) hours per week shall not be eligible for fringe benefits, except as required by law. Employees who work thirty (30) hours per week or more shall be eligible for the following fringe benefits on a pro-rata basis:

Holidays - As established in ARTICLE 15 of this manual.

Vacation - As established in ARTICLE 16 of this manual.

Sick Leave/ESST - As established in ARTICLE 17, Section 17.06 of this manual.

Employees who work thirty (30) hours per week or more shall be eligible to participate in the City's group health insurance, cafeteria plan and life and long-

term disability ("LTD") insurance provided that the participation of such employees is allowed by the insurance carrier/plan eligibility rules.

The employer's contribution for health insurance and life and LTD insurance for eligible participating employees shall be determined on a pro-rata basis.

- C. Temporary or seasonal employees may work a flexible schedule for a period not exceeding 185 consecutive calendar days in each year of employment, or such other amount of time as determined by the City Administrator or designee. Full-time students under the age of 23 may also work a flexible schedule as allowed by law. Employees who are temporary, seasonal, and/or full-time students are not eligible for fringe benefits.

Employees should be made aware of their work schedules by a method suitable for the various city departments. Any changes in work schedules usually will be made known to employees affected ahead of time when the schedules take effect, except in the case of emergencies.

Section 9.02 Time Sheets

Each employee of the City shall complete an accurate time sheet following the proper procedure and timeline. Time sheets shall cover a two (2) week (fourteen (14) day) period except Paid on-call Firefighters whose timesheet will cover a full calendar month. Time sheets shall be completed by each employee and shall show all hours worked and the department the work is to be charged to. All overtime, if applicable, shall be approved by the Department Head. Reporting false information on a time sheet may be cause for disciplinary action up to and including immediate termination.

Section 9.03 Supervisory Employees

The City Administrator, Department Heads, Division Managers and non-union supervisory employees who are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act may be allowed to maintain limited flexibility in their work schedule from the normal workday to the extent that job performance and service responsibilities of the City to the public remains satisfactory and at the approval of the employee's supervisor. This limited flexibility means that, if a Department Head, Municipal Utility Division Manager or non-union supervisor is absent for four or more hours in any normal workday, appropriate leave must be utilized to account for the absence.

The regular work week for all regular employees, including Department Heads, Division Managers and non-union supervisors consists of five workdays. Even though Department Heads, Division Managers and non-union supervisors may be required to work additional hours for night meetings, City functions and duties, etc., the employee

must report to work all five days per week, even if the actual hours worked exceeds 40 hours prior to the fifth day. If an employee does not report to work for an entire day in a work week, the timesheet must show which type of appropriate leave is being taken (e.g., eight hours of vacation time).

If a Department Head, Municipal Utility Division Manager or non-union supervisor needs to work a full day on a weekend or holiday, he or she may make a request to the Department Head (for Division Managers or non-union supervisors), City Administrator (for Department Heads), to have this workday switched to allow for a day off on another day. This request must be approved by the Department Head or City Administrator as appropriate, before the employee switches his or her work schedule.

Section 9.04 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). An employee may be allowed to work from home with prior approval by their supervisor; allowed to use accrued vacation time or compensatory time, or with supervisor approval; or may modify their work schedule if allowed without incurring overtime per the applicable union contract or make other reasonable schedule adjustments.

Sworn police officers, firefighters, utility 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 10. OVERTIME HOURS

Section 10.01 General

Overtime pay for employees will be in conformance with State and federal law, including Minnesota Statutes, section 177.25 (as amended) and the Federal Fair Labor Standards Act, 29 United States Code, section 201 et seq., ("FLSA") as amended, and all applicable State and federal rules and regulations implementing section 177.25 and/or the FLSA.

- A. For purposes of computing overtime for employees, other than BPU employees, work weeks shall begin at 12:00 a.m. on Sunday. For purposes of computing overtime for BPU employees, work weeks shall begin at 12:00 a.m. on Monday.

- B. Hours worked by non-exempt, non-union employees in excess of forty (40) per week shall be compensated at one and one-half (1 ½) times their hourly wage rate unless a different rate is established by an employment contract.
- C. Holiday hours actually worked are calculated as time worked in the computation of overtime pay.
- D. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- E. No employee may work overtime without the prior approval of his or her Department Head, or designee.
- F. Exempt, non-union employees shall not be eligible for overtime compensation or compensatory time, except as provided in Section 10.04 of this Policy.

Section 10.02 Payment

Department Heads are responsible to schedule the work in their departments to minimize overtime. Overtime shall be inputted in 1/4 hour (fifteen minute) increments.

Section 10.03 Compensatory Time

Upon request, non-exempt, non-union employees will be allowed to earn compensatory time in lieu of receiving overtime compensation. In no event, shall accrued compensatory time off exceed the limitations provided in the FLSA. Once an employee has reached maximum accrual, compensation for additional hours must be paid in cash, rather than accrued as compensatory time off.

Compensatory time shall be determined at the rate of one and one-half (1½) hours off for every hour of overtime worked, or at a higher rate, if the employee receives a higher rate of pay for the overtime hour(s) in question in accordance with the terms of a collective bargaining agreement or other employment contract. Compensatory time off will be granted in not less than one-quarter hour units.

The City reserves the right to pay out any compensatory time off in excess of 80 hours, as it deems necessary. Accrued compensatory time off may be used with prior approval from the employee's Department Head, which shall be granted unless use of compensatory time off would unduly disrupt the operations of the City.

Upon separation from the City's employment, employees shall be paid for their accrued, but unused compensatory time off in accordance with the FLSA and other applicable law.

Section 10.04 Overtime for Exempt Employees

Notwithstanding the above, exempt employees may receive overtime compensation to the extent provided in an intergovernmental agreement or other contract between the City and another entity, if the contract requires the other entity to pay the cost of overtime hours.

ARTICLE 11. PERSONNEL/PAYROLL

Section 11.01 Personnel Records

An employee must notify the Department Head and the Human Resource Director in case of a change in address, telephone number, marital status, or number of dependents. If at any time an employee's address or telephone number is changed and the change is not reported, it may be difficult or impossible to complete delivery of messages, notices, or other information which should be received. Incomplete information creates problems with payroll deductions and fringe benefits, such as medical coverage. Accordingly, the failure to provide such information may impact the City's ability to provide pay and/or benefits to City employees.

Section 11.02 PERA (NOTE: See PERA's Website: www.mnpera.org to verify contribution rates)

Almost all city employees in the State of Minnesota are covered by a public pension system known as the PERA. Both the City and employees contribute to PERA. For specific information regarding annual contribution rates, contact the Human Resource Director. Vesting time varies depending on your membership eligibility date and the pension is portable among public employers throughout the state. Being vested means you qualify for benefits at the minimum allowable age.

In normal situations, employees and employers both contribute a percentage of the employee's gross salary to PERA. However, Minnesota law provides that some income received by an employee are not eligible for PERA contributions. Employees should contact the Human Resource Director with specific questions regarding PERA contributions.

Section 11.03 FICA

All full-time, part-time, temporary and/or seasonal employees are mandatory members of Federal Insurance Contribution Act (commonly known as Social Security). The City is required to deduct certain amounts from such employees' gross salary. Certain employees may be exempt from this deduction. Employee should contact the Human Resource Director with specific questions regarding FICA deductions.

Section 11.04 Medicare

All full-time, part-time, temporary and/or seasonal employees have a mandatory deduction for Medicare tax taken from their paychecks. Employee should contact the Human Resource Director with specific questions regarding Medicare deductions.

Section 11.05 MN Deferred Compensation

The City is a member of the Minnesota Deferred Compensation Plan. An employee may, at their option, defer any part of income, to a maximum amount set by law, of gross salary. The City does not contribute any monetary amount to the MN Deferred Compensation Plan unless required by the provision of collective bargaining agreement.

ARTICLE 12. SEPARATION FROM EMPLOYMENT

Section 12.01 General Statement

Separation from employment is an inevitable part of personnel activity within any organization, and there are many reasons for separation. The reasons for separation include: (1) resignation; (2) discharge (in accordance with ARTICLE 28 of these policies); (3) layoff; and (4) retirement (in accordance with ARTICLE 13 of these policies).

An employee leaving the City, for any reason, must turn in his/her identification badge and card, tools, shop coats, keys, books, and other City equipment no later than the last day of work. The employee is expected to go through an exit interview with the Human Resource Director on his/her last day of work. This interview is important for both the City and the employee. Through this interview, information may be provided which can lead to the causes of turnover, absenteeism, poor communication, etc. Oftentimes problems are discovered which appeared non-existent previously. It can be an effective means for gaining insight into potential personnel problems.

Section 12.02 Resignation

As at-will employees, all City employees may resign at any time, for any reason. In order to be considered "in good standing" at the time of resignation, an employee must file with employee's department head, at least 14 days before leaving, a written resignation stating the effective date of the resignation. Department Heads, Division Managers and non-union supervisors wishing to resign "in good standing" should give the City as much advance notice as possible, but must provide at least 30 days' notice. Failure to comply with this 14-day or 30-day notice procedure may be considered cause for denying the employee future employment by the City and denying termination benefits. Unauthorized absence from work for a period of three working days may be considered by the City Administrator as a resignation "not in good standing" and without benefits.

Section 12.03 Layoffs

After at least two weeks' notice to the employee, the City Administrator may lay off any employee when such action is necessary because of shortage of work or funds, the abolition of a position, or changes in organization. If it should become necessary to reduce the City work force, the City may give consideration to the employees' on-the-job performance, abilities, job knowledge and the potential for other jobs within the City.

Section 12.04 Final Pay Following Termination of Employment

Subject to applicable law, employees who terminate employment with the City shall receive their final pay settlement a maximum of two weeks from the date of resignation, coinciding with the next normal payday. To be eligible for backpay, employees must be currently employed with the City at the time of backpay distribution.

ARTICLE 13. RETIREMENT AND SEVERANCE PAY

Section 13.01 Procedure

Regular employees who retire voluntarily in good standing, as defined in the previous Article and are eligible to immediately begin receiving monthly retirement benefits under the provisions of PERA as of the date of his or her retirement, shall be granted severance pay based on the following conditions and rates:

Section 13.02 Conditions

- A. Retirement - voluntary and in good standing, as defined in ARTICLE 12.
- B. Voluntary retirement or termination of employment in good standing, as defined in ARTICLE 12, due to health reasons, service-connected injury, or illness.

Section 13.03 Rates

All regular employees, regardless of the date of hire, shall be entitled to 100 percent of their unused Sick Leave/ESST as severance pay, with a maximum of nine hundred sixty (960) hours, upon retirement in good standing, as defined in ARTICLE 12, or if they become disabled and must terminate their employment, with written proof by a physician. In the event of death, severance pay shall be paid to the beneficiary. Pay for unused Sick Leave/ESST shall be based on existing annual wage as described in Exhibit C or applicable union contract.

ARTICLE 14. MEAL AND COFFEE BREAKS

All hourly employees shall receive one (1) fifteen (15) minute rest period during each four (4) consecutive hours of work. Rest periods are part of the paid work shift. An employee shall not be compensated additional wages or time off for not taking a scheduled rest period. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or meal time, including any standard meal time designated by a specific Department—or accrue compensatory time—by saving these breaks. Breaks should be scheduled so as to not interfere with work requirements.

In general, City employees working a scheduled full-time shift are entitled to a one (1) hour uncompensated meal period. Meal periods shall be scheduled by the department head or supervisor. Employees will not be permitted to adjust work start time or accrue compensatory time by skipping or shortening meal breaks.

ARTICLE 15. HOLIDAYS

The following holidays, or days observed as such, shall be considered paid holidays for all regular employees:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Veterans' Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- One "Floating" holiday

When an official holiday recognized in this policy falls on a Saturday, the preceding Friday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. When an official holiday recognized in this policy falls on a Sunday, the following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Union employees shall be compensated for holiday time according to the terms and conditions of their collective bargaining agreement.

Requests for floating holidays shall require three (3) days' written notice to the Department Head. Such requirement may be waived when absence of the employee will not unduly affect the functioning of the department.

Employees will be accredited their floating holiday on January 1st of each year or upon date of hire and may use it at any time during the year.

Floating holidays must be taken in one (1) day (or eight (8) hour) increments. Floating holidays are not carried over year-to-year and must be used in the calendar year that they are received. Floating holidays not used by December 31 of the calendar year they were received are forfeited.

ARTICLE 16. REGULAR VACATION

Section 16.01 General Vacation Rules

A. When Taken

Vacation leave may be taken after written approval by the Department Head or designee. Vacation leave will be granted in not less than one-quarter hour units. Probationary employees' use of vacation leave is subject to ARTICLE 8 of these policies.

B. Length of Service

Length of service for the purpose of determining vacation accrual is calculated from the date of hire with the City. If an employee returns to work at the City after a break in service, the employee's length of service will be calculated from the date of rehire.

C. Scheduling Vacation

Department Heads are responsible for approving the scheduling of vacation leaves for employees under their supervision, and approval is not automatic.

1. Consideration shall be given to seasonal demands and departmental staffing needs before granting any vacation leave requests.
2. Subject to the needs of the Department, preference in scheduling shall be based on the order in which vacation requests are received and/or seniority of employees.

D. Monetary Consideration in Lieu of Vacation

Vacation pay shall be reflected on the paycheck issued for the pay period in which the vacation is taken. No vacation shall be paid in lieu of taking time off, except as authorized under the City's Cafeteria Plan.

E. Accrual of Vacation

Employees may accumulate vacation time equal to a maximum of 240 hours. Vacation accrual will cease if an employee is off of the City's payroll system for any reason whatsoever, except as required by law.

F. Vacation Payout

Employees who leave the employment of the City in good standing, as defined in ARTICLE 12 of these policies, by retirement or resignation will receive pay for 100 percent of unused accrued vacation. An employee shall not be considered to be "in good standing" if the employee resigns or retires following allegations of misconduct pending investigation, as determined by the City Council in its sole discretion.

G. Vacation leave that qualifies as ESST

Vacation leave that qualifies as ESST is not intended to be used for absences related to personal illness or injury or any of the eligible uses outlined in the Earned Sick and Safe Time policy. However, should an employee use vacation leave for one of the eligible uses outlined in Article 17, Section 17.06, with respect to that particular absence only, the Earned Sick and Safe Time policy will apply.

All full-time employees, except the City Administrator, Department Heads and Division Managers, shall earn vacation at the rate of: 6.67 hours per full month worked during the employee's first five years of employment. Thereafter, employees shall earn paid vacation as follows:

After completion of:

5 years of service - 10.00 hours per month
10 years of service - 10.67 hours per month
11 years of service - 11.33 hours per month
12 years of service - 12.00 hours per month
13 years of service - 12.67 hours per month
14 years of service - 13.33 hours per month
15 years of service - 14.00 hours per month
16 years of service - 14.67 hours per month
17 years of service - 15.33 hours per month
18 years of service - 16.00 hours per month
19 years of service - 16.67 hours per month
20 years of service - 17.33 hours per month
21 years of service - 18.00 hours per month
22 years of service - 18.67 hours per month
23 years of service - 19.33 hours per month
24 years of service - 20.00 hours per month

City Administrator, Department Heads and Division Managers shall earn vacation at the rate of:

Ten (10) hours per full month worked during the first year of employment. Thereafter, employees shall earn paid vacation as follows:

After completion of:

- 1 year of service – 10.67 hours per month
- 2 years of service – 11.33 hours per month
- 3 years of service – 12.00 hours per month
- 4 years of service – 12.67 hours per month
- 5 years of service – 13.33 hours per month
- 6 years of service – 14.00 hours per month
- 7 years of service – 14.67 hours per month
- 8 years of service – 15.33 hours per month
- 9 years of service – 16.00 hours per month
- 10 years of service – 16.67 hours per month
- 11 years of service – 17.33 hours per month
- 12 years of service – 18.00 hours per month
- 13 years of service – 18.67 hours per month
- 14 years of service – 19.33 hours per month
- 15 years of service – 20.00 hours per month

ARTICLE 17. EMPLOYEE LEAVES

Section 17.01 Jury Duty

Any employee who is required to serve as a juror shall be granted a leave of absence with pay while serving in such capacity. 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. An employee cannot receive more than the employee's normal take-home pay as a result of any employer pay supplemented to Jury Duty pay. Jury duty pay must be remitted to the City. When employees are excused from jury duty during their regular working hours, they are expected to return to work if practicable. If a holiday occurs during jury duty, the employee shall be paid for the holiday.

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.

Insurance benefits will remain in effect for the full term of jury duty leave. Employees must continue to make employee contributions for any insurance that requires payment on their part.

Vacation time and sick time shall continue to accrue during the period of leave. Benefits will continue to accrue as though the employee were actively at work.

Section 17.02 Military Leave

Employees shall be entitled to leave without pay for military service, including training in the National Guard, consistent with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA") (as amended) and Minnesota law, including, but not limited to, Minnesota Statutes, chapter 192 (as amended).

Section 17.03 Leave for Service in Organizations

The City Council with the recommendation of the City Administrator and Personnel and Finance Committee, may grant a leave of absence without pay for reasonable periods not to exceed one (1) year to any regular employee for the purpose of serving in an elected or appointed position, other than as a paid employee, in a professional organization or a governmental commission or committee, provided such leave will not reduce the quality or level of service to the public.

No vacation leave, Sick Leave/ESST, holiday leave or compensatory time off benefits shall be used or accrued during a leave of absence and the City will not contribute to insurance premiums.

Section 17.04 Pregnancy and Parenting Leave

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with the birth or adoption of a child, are eligible for up to 12 weeks of unpaid leave. Any paid or unpaid leave taken for prenatal care medical appointments will not count toward the 12-week leave. Additionally, leave under this section 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. Employees 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 vacation leave during Parenting Leave, and employees may choose, but are not required, to use any accrued Earned Sick and Safe

Time. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will run concurrently with any FMLA leave available. 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, including any employer contributions toward the benefits, will continue while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, provided the employee continues to pay any employee share of the cost of the benefits.

The City will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

Section 17.05 Funeral Leave

All regular full-time employees shall be permitted paid funeral leave not to exceed 24 hours, if necessary, for the death of an immediate family member (employee's spouse, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law) and one (1) working day, if necessary, for the death of an employee's grandparent. Funeral leave for other relatives may be granted at the discretion of the Human Resource Director. Up to twenty-four (24) additional hours of Sick Leave/ESST may be used as additional funeral leave at the discretion of the City Administrator. For purposes of this policy, the term "working day," means a regularly scheduled shift, excluding any time that an employee would be considered "on call" unless the employee actually would have been called to perform duties during that period.

Section 17.06 Sick Leave/Earned Sick and Safe Time (ESST) Leave

"Earned Sick and Safe Time" ("ESST") is paid time off for eligible uses outlined in this policy as required by Minnesota's Earned Sick and Safe Time law, including but not limited to an employee's mental or physical illness, injury, or other health condition. Employees will earn ESST as prescribed in this policy, provided that all employees will earn at least one hour of ESST for every 30 hours worked by an employee, up to a maximum of 48 hours of ESST per year. The base rate of ESST is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours in a year for the city.

The following positions are not eligible for leave under this policy:

1. Volunteer firefighter or Paid on-call Firefighter;
2. Elected officials or a person who is appointed to fill a vacancy in an elected office.

(a) Earned Sick and Safe Time Use

The leave may be used as it is accrued in the same increment of time for which employees are paid (*as long as the amount is not more than four hours*) for the following circumstances:

- An employee's own:
 - o Mental or physical illness, injury or other health condition
 - o Need for medical diagnosis, care or treatment, of a mental or physical illness injury or health condition
 - o Need for preventive medical or health care, or
 - o 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:
 - o With mental or physical illness, injury or other health condition
 - o Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition, or
 - o Who needs preventative medical or health care
- Absence due to domestic abuse, sexual assault or stalking of the employee or employee's family member provided the absence is to:
 - o Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - o Obtain services from a victim services organization
 - o Obtain psychological or other counseling
 - o Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - o 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
- Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.

- When it has been determined by 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 of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

(b) For Earned Sick and Safe Time purposes, family member includes an employee's:

1. Spouse or registered domestic partner
2. 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
3. Sibling, step sibling or foster sibling
4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
5. Grandchild, foster grandchild or step grandchild
6. Grandparent or step grandparent
7. A child of a sibling of the employee
8. A sibling of the parent of the employee or
9. A child-in-law or sibling-in-law
10. Any of the above family members of a spouse or registered domestic partner
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
12. Up to one individual annually designated by the employee

(c) Advance Notice for use of Earned Sick and Safe Time

With respect to ESST accrued on or after January 1, 2024, if the need for the leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as practicable. When an employee uses ESST for more than three consecutive scheduled work days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

(d) Accrual and Carry Over of Earned Sick and Safe Time

All eligible part-time and temporary City employees shall earn Sick Leave/ESST at the rate of one (1) hour per thirty (30) hours worked as required by the Earned Sick and Safe Time (ESST) Law and City Policy. Except to the extent provided in an applicable collective bargaining agreement, full-time employees will earn a combination of Sick Leave/ESST to equal (8 hours) of leave per month. Sick Leave/ESST will be granted in not less than one-quarter hour units. Sick leave/ESST accumulation shall be a combined maximum of 120 days (960) hours.

(e) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Time rights, requesting an Earned Sick and Safe Time absence, or pursuing remedies. Further, use of Earned Sick and Safe Time will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Time.

(f) Benefits and return to work protections

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

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

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

Except as may be required by law, Sick Leave/ESST accrual will cease if an employee is off of the City's payroll system for any reason whatsoever.

In case of disability caused by sickness or injury and covered by Workers Compensation, the City will pay to the employee only such sums, as together with Workers Compensation payments, will equal their base pay but never for a longer period than their accumulated Sick Leave/ESST and vacation leave. The time deducted from the employee's accumulated vacation and then Sick Leave/ESST if elected, until exhausted, shall be the difference between the employee's normal gross pay and the payment received by the employee for workers compensation.

The employer may designate ESST time used for an FMLA qualifying event as Family and Medical Leave and may request a certification of a health care provider. For the use of ESST for domestic abuse, sexual assault, stalking, or other qualifying reasons, the employer may request verification consistent with the requirements of Minn. Stat. § 181.447 Subd. 3.

Please refer to Exhibit D to view the required ESST notice.

Section 17.07 Extended Medical Leave

When medically necessary, and upon receipt of a medical certificate from an employee's treating physician, the City Administrator may approve a request for a medical leave extension of up to 90 days due to the employee's serious medical condition or to care for a spouse, parent or child who has suffered a serious medical condition.

Before using unpaid leave under this ARTICLE, the employee must use all paid leave. Leave granted pursuant to this Section may run concurrently with leave under the Family and Medical Leave Act ("FMLA").

Employees will not earn or accumulate benefits or other compensation while on unpaid leave, except as required by law. A medical certificate attesting to the employee's fitness for duty shall be required prior to any employee returning to work from medical leave. Also, the City may require that the employee submit to an examination by a medical provider selected by the City to determine whether the employee is able to perform the essential functions of his or her job, with or without reasonable accommodation.

The Human Resource Director may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act. If a fitness for duty certification is required, the City may deny reinstatement until it is provided.

Section 17.08 Personal Leave

Upon written request of an employee, the City Council may grant an employee a leave of absence without pay for a period of up to 90 consecutive calendar days, at its sole discretion.

Employees will not earn or accumulate leave, benefits, or other compensation while on unpaid leave except as required by law.

Section 17.09 School Leave

To the extent required by law, employees may take up to a total of sixteen (16) hours per twelve (12) month period of unpaid leave to attend school conferences and school-related activities related to the employee's child, provided the conferences or other school-related activities cannot be scheduled during non-work hours. Employees taking leave for this purpose may, but are not required to, substitute vacation or compensatory time for any part of this unpaid leave.

Section 17.10 Family & Medical Leave

ELIGIBILITY

To qualify to take 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 7 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).

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:
 - o 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;

- o Pregnancy: Any period of incapacity due to pregnancy, prenatal medical care or childbirth;
- o 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.
- o 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;
- o Permanent/Long-Term Conditions Requiring Supervision
- o Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

LENGTH AND AMOUNT OF LEAVE

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated based on a rolling backward 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.

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 hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary. If an employee is taking intermittent leave or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the City's business. In instances when intermittent or reduced schedule leave for the employee or employee's family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the City's approval.

PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the HR Director.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is

to begin. If thirty (30) days' notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures. The City requires an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. 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 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 his or her 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. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

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.

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.

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. An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

An employee granted leave under this policy will continue to be covered under the City's group health and dental insurance plan under the same conditions and at the same level of City contribution as would have been provided had the employee been continuously employed during the leave period. The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the City.

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid. Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

FAILURE TO RETURN TO WORK AFTER FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 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 he or she is 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.

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. While on leave, an employee may not engage in any activity that conflicts with the best interests of the City. Such conduct will result in disciplinary action up to and including termination of employment.

UNPAID MEDICAL LEAVE OF ABSENCE

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave. Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA. Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE

Qualified Exigency

Eligible employees (described above) whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: (1) short-notice deployment; (2) military events and activities; (3) childcare and school activities; (3) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; or (9) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave

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

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

DEFINITIONS

- A “son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her 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:
 - o 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
 - o 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:
 - o 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 his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY

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

AMOUNT OF LEAVE – MILITARY CAREGIVER

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. Leave taken for any FMLA reason counts towards the 26-week entitlement. If an employee does not take all 26 workweeks of leave to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited. 29 C.F.R. § 825.127(e)(1) (2017).

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

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

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

The City will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember. All other provisions of the FMLA policy, including Use of Paid Leave, Employee Status and Benefits During Leave, Procedure for Requesting Leave, and Benefits During Leave and Reinstatement, are outlined above in the FMLA policy.

EFFECT ON PENSION

Employees should contact the MN Public Employees Retirement Association (“PERA”) for information about how FMLA leave may affect their retirement benefits.

TRAINING

Employees who have missed training sessions while on FMLA leave will be given a reasonable opportunity to make them up upon returning to work.

Section 17.11 Department Head Absenteeism Notification

Except in the event of an emergency that prevents such notice, Department Heads shall notify the City Administrator prior to any absence from the office.

Section 17.12 Catastrophic Leave Bank

POLICY STATEMENT

The City of Brainerd recognizes that occasions arise when employees may have exhausted their vacation leave, sick leave and compensatory time, due to a non-work related injury or prolonged illness that has not yet qualified for long-term disability insurance benefits. It is the intent of this policy to provide an opportunity for City employees to voluntarily donate vacation leave hours to an emergency medical leave bank for use by other City employees who demonstrate a catastrophic medical emergency. The program is voluntary in nature and does not guarantee any resulting benefit to any employee in need nor does it require participation of any employee. This policy applies to employees of bargaining units upon agreement of their exclusive representative.

Eligibility

All non-probationary City employees, including members of collective bargaining units whose exclusive representatives have agreed to this policy, are eligible to participate in this Catastrophic Medical Leave Sharing Bank ("CMLSB"). Donation to the bank is entirely voluntary.

Definitions

- A. "Catastrophic Medical Emergency" is a major life-threatening disease or illness or non-work related major injury involving a prolonged absence from work. Per the dictionary, a catastrophe is a momentous tragic event ranging from extreme misfortune to utter overthrow or ruin.

Examples may include: heart attack, stroke, organ transplant, cancer or major non-work-related injury.

The medical emergency must result in the incapacitation of the employee, spouse, or child/stepchild for a minimum of 80 consecutive work hours (subsequent intermittent absences involving the same illness or condition shall also qualify) which requires the employee to take time off from work and creates a financial hardship because all of the employee's paid leave has been exhausted.

"Catastrophic medical emergency" is specifically not defined as all "serious health conditions" as defined under the FMLA.

- B. "Verification of catastrophic illness or injury" shall consist of a physician's statement verifying that:
 - 1. The employee is suffering from a major life-threatening disease, illness or non-work related major injury requiring a prolonged absence from work; or
 - 2. That the employee must be present to care for the employee's spouse, child or stepchild who is suffering from a major life-threatening disease or illness or major injury; and
 - 3. A brief description of the nature of the illness or injury and the anticipated duration of the incapacity.
 - 4. The Verification of catastrophic illness or injury shall be in addition to the FMLA certification of health care provider.
- C. "Donor" is an employee who donates vacation leave to the Emergency Medical Leave Sharing Bank.
- D. "Applicant" or "Recipient" is a non-probationary City employee who has applied for or received leave from the CMLSB.
- E. "Committee" as referenced in this policy shall consist of the City Administrator, Human Resource Director, and the Chair of the Personnel and Finance Committee.

Catastrophic Medical Leave Sharing Bank BENEFITS AND LIMITATIONS

- A. The applicant must have exhausted all of the employee's own accrued vacation, sick leave, and compensatory time in order to receive any Catastrophic Medical Leave ("CML").
- B. The applicant may apply for CML while still in paid status, but no sooner than 80 hours before the exhaustion of all of the applicant's paid leave or CML.
- C. An applicant may be eligible to receive up to a maximum of 160 hours of CML per request, which shall be placed in the recipient's sick leave bank as needed per pay period in increments of no more than 80 hours at a time. Additional requests for CML may be submitted upon the anticipated exhaustion of the initial hours and medical verification of continued need, but the total CML granted to one recipient in relation to one medical emergency shall not exceed 480 hours. Part-time employees shall be eligible to receive CML on a pro-rata basis.

- D. Recipients of CML must use the leave only for the Catastrophic Medical Emergency. Any CML which is not used for the medical emergency shall be returned to the bank and cannot be retained by the recipient.
- E. An applicant shall be required to apply for FMLA leave in conjunction with the application for CML. Catastrophic Medical Leave time will run concurrently with any applicable FMLA leave.
- F. The recipient shall be in a paid status when using CML for the purpose of receiving benefits. When a pay period includes a holiday, a participant using CML shall receive holiday pay provided they are in a pay status the last regular shift prior to, and the first regular shift following the holiday.
- G. A recipient's CML pay will continue to be taxed in accordance with state and federal law, and all authorized deductions will continue to be deducted from the participant's paycheck, provided sufficient wages are available.
- H. All time donated to the pool shall be converted to a dollar amount based upon the donor's hourly rate of pay. All CML shall be used at the recipient's rate of pay.
- I. Leave from the CML may not be used for illness or disability which qualifies the participant for Worker's Compensation, long-term disability, PERA disability or Social Security benefits.
- J. An applicant shall be required to apply for long-term disability and PERA disability, as applicable, for the employee's own medical condition which results in the employee's absence from work for more than 90 calendar days, whether before or after the employee has exhausted his/her own paid leave. The recipient applicant shall provide verification of such application.
- K. Leave donated to the CML Bank shall remain in the bank from year to year and shall be available to eligible employees. Donation of leave to the CML Bank is irrevocable.

Application Process

- A. Applicants shall be required to complete a form setting forth their request for CML, the reason, number of hours requested and the anticipated duration of the medical emergency. A new request form shall accompany each subsequent request. The CML Request form will be turned into the Human Resource Director prior to the start of the leave if possible. Requests will be reviewed by the Committee.
- B. The Applicant shall sign a waiver of liability in connection with the CML request and any subsequent request. The applicant shall provide a "verification of catastrophic illness or injury" with the request form or within (10) calendar days of the request. In the event that the Verification is not

submitted in a timely manner, the CML request may be considered by the Committee but no leave will be disbursed to the applicant until the verification is received and reviewed by the committee.

- C. Applicants who are denied CML or whose withdrawal is not renewed or is terminated may, within fifteen (15) calendar days of denial, appeal the denial, non-renewal or termination by providing new or additional information to the Committee and completing a supplemental application and waiver. The final decision will be reported to the applicant, in writing, within ten (10) working days of the decision. This decision of the Committee is final. Such final authority is not subject to the grievance procedure or litigation and the applicant shall specifically waive any rights to review by any of these options.
- D. All requests for CML, verifications of catastrophic illness or injury and other documentation related to an applicant's medical condition or that of the applicant's family member shall be kept confidential and shall only be disclosed as necessary to administer request for withdrawal.
- E. If the CML bank does not have sufficient hours to fund a withdrawal request, the City is under no obligation to pay the applicant any funds. If a withdrawal request is denied in whole or in part because of insufficient dollars to fund the request, the applicant shall be notified in writing of the reason for the denial.

DONATION PROCESS

- A. A regular full or part time employee may donate vacation leave to the Catastrophic Medical Leave Sharing Bank twice annually, which shall occur with the first pay period in December or June. In the event that the CML Bank becomes depleted, the City Council may, in its sole discretion, authorize a third open window period for donation to the Bank.
- B. Donors are required to have a minimum of 80 hours of vacation leave available to them in their accrued vacation leave bank after a donation is made.
- C. Donation to the CML bank is irrevocable.

TENNESSEN WARNING

Information provided pursuant to the Catastrophic Leave Donation Policy is classified as personnel data pursuant to Minnesota Statutes, Section 13.43, as amended. You are not legally required to participate in the program and are therefore not required to provide any information. If you choose to participate in this voluntary program, you will be required to provide the information set forth above in order to donate or receive donated leave.

The requested and required information regarding leave donation requests, including medical information and the basis for leave donation requests will be disclosed to those individuals whose work assignments reasonably require access, including committee members, insurance vendors, consultants and attorneys. The information may also be used to make decisions regarding your eligibility for extended sick leave, family and medical leave, and other leaves; your eligibility for workplace accommodations, including accommodations for disabilities; and other benefits. The information may also be shared with other agencies authorized by law to receive specific data, including but not limited to: Civil/human rights; Worker's Compensation; Unemployment Compensation; and Labor Contracts.

Information regarding the value of donated leave as taxable income will be reported to the Minnesota Department of Revenue, the Internal Revenue Services and security tax programs.

17.13 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.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

17.14 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. 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.

Every employee eligible to vote may be absent from work during a regularly scheduled election, or during the period allowed for voting in person before election day, for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election. Employees wanting to take advantage of such leave are required to coordinate with the Department Head to avoid coverage issues.

17.15 Reasonable Work Time for Nursing Mothers

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minn. Stat. §181.939, as amended) gives pregnant and lactating employees certain legal rights and remedies. The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, in accordance with and to the extent required by applicable law. The break time may run concurrently with rest and meal periods already provided to the employee.

The City will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Please refer to Exhibit E to view the required Reasonable Work Time for Nursing Mothers notice.

ARTICLE 18. EMPLOYEE INSURANCE

Section 18.01 Medical Insurance

The City provides a medical coverage insurance plan for eligible employees as described in the Summary Plan Description.

The insurance coverage takes effect the first day of the month coinciding with or immediately following the employee's date of hire, except as required by applicable law, including, but not limited to, the Affordable Care Act. The City provides contributions to health insurance premiums as approved annually by the City Council.

The City will contribute towards the health insurance premiums of employees and elected officials as described in Exhibit A to this Policy Manual. Information regarding health insurance benefits will be provided by the Human Resource Director for new employees and periodically thereafter. Any further questions pertaining to insurance coverage shall be directed to the Human Resource Director or designee.

Section 18.02 Life and LTD Insurance

The City provides a term life insurance policy for all eligible employees, as described in Exhibit B and the applicable Summary Plan Description. The plan takes effect the first day of the calendar month coinciding with or immediately following completion of six months of employment. The amount of life insurance coverage provided is described in an applicable collective bargaining agreement or determined by the City Council. For elected officials, Department Heads, Division Managers, and non-union Supervisors, the City will provide life insurance in the face amount described in Exhibit B.

The terms of the long-term disability coverage, including the formula used to calculate the benefit and the waiting period before an employee may receive long-term disability benefits will be established by the City, as described in Exhibit B to this Policy Manual.

Section 18.03 Workers Compensation

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 their 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.

Pursuant to Minnesota State law, the officials of the City elected or appointed for a regular term of office or appointed to complete the unexpired portion of a regular term are included in the coverage of the Minnesota Workers' Compensation Act.

ARTICLE 19. HEALTH CARE SAVINGS PLAN

The City Administrator, Department Heads, Division Managers and Non-Union Supervisors are eligible to participate in the Minnesota Health Care Savings Plan ("HCSP"). This plan is pursuant to the Minnesota Statutes, section 352.98 (as amended). Details regarding employees' participation in the Minnesota Health Care Savings Plan are included in Exhibit C. Employees should direct any questions about participation in this plan to the Human Resource Director.

ARTICLE 20. CAFETERIA PLAN

The City of Brainerd offers its employees a cafeteria plan. The plan allows employees to pay for health insurance premiums, and medical and/or dependent care expenses on a

before-tax basis.

The flexible spending program is divided into three (3) separate accounts, which are summarized below:

A. Insurance Premiums Deducted from Paychecks: The amount of premium which is deducted per pay period for health insurance coverage per settled wage/benefits negotiations. Some voluntary insurance deductions may also be eligible.

B. Medical Expenses: Out-of-pocket medical, dental & vision expenses not covered by insurance.

C. Dependent/Childcare Expenses: Dependent care expenses for the care of a child under age 13 and/or a dependent regardless of age who requires care due to an inability to care for himself or herself.

The law limits the maximum contributions that employees can make to their flexible spending account and the specific expenses that can be paid out of such accounts. Employees should contact the Human Resources office for additional details.

Further information on the City's Cafeteria Plan may be obtained from the Human Resource Director.

ARTICLE 21. EDUCATION, TRAINING AND DEVELOPMENT

The City Council has determined that it is in the best interest of the City of Brainerd to support continuing education, training, and development of staff members in order that they may carry out their duties in the most efficient and productive manner possible.

To further this policy the City Council does authorize payment for education, training and/or staff development directly related to an employee's current position in order to increase his/her efficiency and productivity in that position in accordance with the following criteria and procedure.

Section 21.01 Education

The City may reimburse a regular employee for tuition expenses and course fees under certain circumstances. There shall be no reimbursement for mileage/parking expense. Qualifying tests (SAT, ACT, GRE, CLEP, etc.), required books, student activity fees, and material costs will not be reimbursed. Courses for which the employee receives another source of funding, such as a grant or scholarship, will not be eligible for reimbursement.

1. Pre-Approval. Prior to starting a class or classes, and in any event no later than August 1 of each year, the employee must obtain written approval from the employee's Department Head and the City Administrator or BPU Commission (for BPU employees only) that the class, certificate, or degree is

job related and that the request would benefit the City. Specifically, the courses must be from an accredited institution and directly related to the employee's current assignment or has the potential for promotional opportunities for the employee. The Department Head must verify that the Department budget will cover this expense before recommending approval to the City Administrator or BPU Commission. Each approval shall be limited to a single course or academic term. Enrollment in a multiple-year course of study, or approval of reimbursement for any portion of such a course of study does not guarantee that funding will be available in subsequent years or that the City will approve any future course of study, even if related to one that was approved in the past. An employee who is requesting reimbursement for education expenses must have been a regular employee of the City for at least one year before the scheduled course is scheduled to begin.

2. Satisfactory Completion. The employee shall provide the Department Head with proof of satisfactory completion with a grade of "B" or better of any course requested for reimbursement, prior to reimbursement.
3. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
4. Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
5. Time Off. If class is during the regular workday, an employee must take that time as compensatory time, vacation time, or leave of absence without pay, or the employee can request a flexible scheduling arrangement, subject to approval by the Department Head and City Administrator or BPU Commission (for BPU employees only). Classes or course work taken by the employee must not disrupt or interfere with the normal Departmental operations. Completion of preparatory work and homework are not permitted during scheduled work hours.
6. Continued Employment. The employee must remain with the City of Brainerd following completion of the course for which the City provided reimbursement pursuant to this policy, or else return to the City the expense amount(s) reimbursed pursuant to this policy. If the employee voluntarily terminates employment with the City after receiving education reimbursement pursuant to this policy, the employee must repay the reimbursed tuition immediately according to the following schedule:
 - Up to 1 year after receiving reimbursement – 100% of the tuition reimbursement
 - 1 year but less than 2 years after receiving reimbursement – 66% of tuition reimbursement
 - 2 years but less than 3 years after receiving reimbursement – 33% of

tuition reimbursement

- 3 years or longer after receiving reimbursement – 0% of tuition reimbursement
7. Funding Procedure. Subject to paragraph 4, above, the City will reimburse its employees for tuition expenses up to a maximum of \$1,500 per calendar year with a total lifetime maximum of \$6,000. All reimbursements shall be subject to applicable IRS regulations. The scope, terms and conditions of this reimbursement shall be defined and interpreted by the City Administrator or BPU Commission (for BPU employees only). Reimbursement is further limited based on availability of budgeted funds. Reimbursements are on a first come, first served basis and shall not exceed the department budget. In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Administrator (or BPU Commission, for BPU employees only) shall have the discretion to apportion the available funds, including the discretion to refuse reimbursement.
8. The Human Resource Director will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.

Section 21.02 Training and Development

1. The City will pay for job-related, position specific training approved by the Department Head and City Administrator or BPU Commission (for BPU employees only) and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training, as determined by the Department Head in consultation with the City Administrator or BPU Commission (for BPU employees only).
2. Subject to Paragraph 1 of this ARTICLE, the City will pay for, or reimburse employees for, any and all training required by the City, including training required to attain or maintain job-related certification. Payment of training and/or conference expenses must not exceed \$1,500 per employee per fiscal year, excluding travel and subsistence costs. Exceptions must receive approval by the City Administrator or BPU Commission for BPU employees.
3. Attendance at training or conferences out of state is generally approved only if the training or conference is not available locally. All requests for out-of-state travel and/or national conferences that are applicable to their current position are reviewed for approval/disapproval by the City Administrator or BPU Commission for BPU employees.
4. The Department Heads will maintain records on all employee training done at

City expense.

5. The procedure for payment for training and development is as follows:

- a. A request for payment of fees and course materials must be approved by the City Administrator or BPU Department Head (for BPU employees only), or designee. Such approval will only be granted when it can be demonstrated that the training directly relates to the employee's present position and that it will potentially enable the employee to perform his/her duties in a more efficient and productive manner.
- b. All course materials paid for by the City are the property of the City of Brainerd and shall be brought to the Department Head of the appropriate Department upon completion of the training.

For purposes of this policy, training and development will include seminars, workshops, and training sessions designed to provide specific applications to an employee's present position. Such training must be approved by the Department Head or the City Administrator.

The City Administrator may grant a leave of absence with or without pay to an employee for the purpose of attending schools, meetings, conferences, and other functions which are a benefit to the City of Brainerd, if, in the City Administrator's judgment such leave will not cause disruption of service.

All training and education opportunities described in this policy are subject to the availability of funds and the budgets of individual departments as well as the City's overall budget.

Section 21.03 Commercial Driver's License Training

The City may disburse tuition payments on behalf of an employee who is required to hold a Commercial Driver's License ("CDL") for CDL training from an approved CDL training provider. These disbursements shall be regulated by the below requirements. Training for which the employee receives another source of funding, such as a grant or scholarship, will not be eligible for disbursement.

1. Pre-Approval. Prior to starting a CDL training from an approved CDL training provider, and in any event no later than 30 days before said training shall occur, the employee must obtain written approval from the employee's Department Head and the City Administrator that the CDL training is job related, that the training is with an approved CDL training provider, and that the request would benefit the City. Specifically, the training must satisfy training requirements for entry-level drivers under 49 C.F.R. §§ 380.600 – 380.609, including Behind-the-Wheel training curricula. The training must be related to the employee's current assignment or has the potential for promotional opportunities for the employee. The Department Head must verify that the Department budget will cover this

expense before recommending approval to the City Administrator. Each approval shall be limited to a single CDL training program. Enrollment in a multiple-year program, or approval of disbursement for any portion of such training does not guarantee that funding will be available in subsequent years or that the City will approve any future program, even if related to one that was approved in the past. An employee who is requesting disbursement for CDL training must have been a regular employee of the City for at least 30 days before the scheduled course is scheduled to begin.

2. **Payment.** After approval of the course or program for which a tuition disbursement is sought, the City agrees to directly pay the approved CDL training provider, on behalf of the employee. Payment to the CDL training provider will be based on budgeted funds available for the current fiscal year and the number of employees with identical tuition disbursement agreements. The City will pay the training provider per training program as long as the invoice is submitted within the enrollment date determined by the CDL training provider. The City will only make payments to the CDL training providers towards the tuition for the CDL training for which tuition disbursement is sought. The City shall not be obligated to pay any amount towards non-tuition expenses, such as fees and expenses for books, technology fees, or other non-tuition amounts.
3. **Disbursement Agreement.** The employee must enroll in and complete the pre-approved CDL training and incur tuition expenses during their enrollment in order for funds to be disbursed under this Agreement. The City is not obligated to pay any amount under this Agreement, and any such obligation shall cease, if the employee does not complete the training, receives a failing grade, attends a non-approved CDL training provider, attends CDL training for which approval has not been received, resigns or abandons their employment with the City, or is terminated from their employment.
4. **Work Hours.** Pay for attending training shall follow IRS training requirements or the applicable collective bargaining agreement, whichever is greater. Employees shall have the opportunity to utilize comp time in lieu of overtime for said work hours. The CDL program must not disrupt or interfere with the normal Departmental operations.
5. **Repayment Obligation.**
 - a. The employee shall repay, within twelve months of the disbursement of the amount, any amount disbursed for tuition for any course or program:
 - i. for which the employee does not complete the course work;
 - ii. in which the employee receives an incomplete or failing grade;
 - iii. that is from an unaccredited institution;
 - iv. that has not been approved by the City; or
 - v. that is not required for licensure.

- b. Continued Employment. The employee must remain with the City of Brainerd following completion of the CDL training for which the City provided disbursement pursuant to this policy, or else return to the City the expense amount(s) disbursed pursuant to this policy. If the employee voluntarily terminates employment with the City after receiving disbursement pursuant to this policy, the employee must repay the disbursed tuition immediately according to the following schedule:
 - i. Up to 1 year after receiving disbursement – 100% of the tuition disbursement
 - ii. 1 year but less than 2 years after receiving disbursement – 66% of tuition disbursement
 - iii. 2 years but less than 3 years after receiving disbursement – 33% of tuition disbursement
 - iv. 3 years or longer after receiving disbursement – 0% of tuition disbursement
 - c. If the employee fails to repay any obligation owed hereunder within the time frame for repayment set forth herein, the City shall be permitted to collect any unpaid amounts, in any manner permitted by law. The employee shall be liable for any and all costs, including reasonable attorneys' fees, incurred by the City in instituting any action to recover the amount due.
 - d. The employee understands and agrees to these repayment obligations.
_____ (Initialed by employee)
6. Funding Procedure. Subject to paragraph 5, above, and approval by the City Administrator, the City will disburse tuition for employees for approved training expenses that have been approved by the City Administrator. All disbursements shall be subject to applicable IRS regulations. The scope, terms and conditions of disbursement shall be defined and interpreted by the City Administrator. Disbursement is further limited based on availability of budgeted funds. Disbursements are on a first come, first served basis and shall not exceed the department budget. In the event a department receives disbursement requests that exceed its budget allocation for education disbursement, the Department Head and City Administrator shall have the discretion to apportion the available funds, including the discretion to refuse disbursement.
7. The Human Resource Director will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting disbursement.

ARTICLE 22. EMPLOYMENT RELATED REIMBUREMENTS

Section 22.01 Travel & Meal Reimbursement

If employees are required to travel outside of the area in the performance of their job duties, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred, consistent with this Policy.

Travel Approval

Each Department Head is responsible for ensuring that employee travel is approved only if such travel is for City business and is consistent with City policy. Department Heads are responsible for approving all travel requests within their respective departments and must ensure that departmental budget dollars are sufficient to cover requested travel prior to approving. Requests for travel by Department Heads must have prior approval by the City Administrator. The following approvals are needed prior to employee travel:

- 1) **Same Day with Overnight Travel** – Department Head approval is required.
- 2) **Out of State, More Than 300 Miles From Brainerd** – All out-of-state travel exceeding a 300-mile radius from Brainerd must be approved within the annual budget process which is approved by the City Council and BPU Commission. All employees must receive prior approval from their Department Head. Unless otherwise approved by the City Council or BPU Commission, an employee is only eligible to travel out-of-state more than 300 miles from Brainerd on City business once every other year.
- 3) **Out of State, Less Than 300 Miles From Brainerd** – All out-of-state travel within a 300-mile radius of Brainerd must be approved by the Department Head or City Administrator and does not require City Council or BPU Commission approval.

Such authorization must be received by the employee prior to incurring the actual expenses and shall be subject to the availability of funds and the terms of this Policy.

Reimbursable Expenses

1) Transportation

Several means of transportation exist and each travel request shall consider the least-costly method. For the majority of travel requests, a City vehicle provides the least cost to the City and shall be considered before any other means. Vehicles from other departments may be available and shall be a consideration. Unless otherwise authorized by the Department Head or City Administrator, all City-related transportation must be by City vehicle.

- a) **City Vehicle** – All direct expenses, other than personal expenses, incurred with regard to the use of a City vehicle will be reimbursed, including fuel, oil, and maintenance/repair expenses. Only City employees are authorized and insured to drive a city-owned vehicle. The use of a City vehicle is otherwise subject to the City's policies.
- b) **Personal Vehicle** – When a City vehicle is not available, a personal vehicle may be authorized for use. Mileage for use of personal vehicle

when traveling to or from a training or work location other than the employee's regular work location is reimbursed at the rate established by the Internal Revenue Service, based on a statement from the employee as to number of miles traveled. All mileage must be computed from the employee's regular work location, or from home, if the employee's home is closer to the destination. For purposes of this policy, the term "regular work location" means the work location from which the employee departs for the regular performance of official duties.

- c) **Airplane/Other** – travel by any means other than by City-owned vehicle or personal vehicle must be approved by the City Administrator, regardless of whether the travel is in-state or out-of-state and regardless of the distance of the travel from the City of Brainerd. Reimbursement for travel by bus, airline train, taxi service, car service, rental car, or other mode of consumer transit will be at the actual rate charged (which must be the lowest rate available for the mode transportation in question). No payment will be made without a receipt accompanying the voucher.
- d) **Other related costs** – Reasonable parking fees, car rental, and fares for rail, bus, taxis and shuttles are all subject to reimbursement if related to City business. Taxis and shuttles reimbursement may include a maximum gratuity of 20%. Gratuities in excess of 20% will not be reimbursed by the City. A standard model sedan shall be used when renting a car unless unusual circumstances dictate otherwise.

2) **Lodging**

The City will reimburse the reasonable cost of lodging for training, seminars or conventions of two or more days generally if the event site is **outside a 50-mile radius** of Brainerd. All lodging expenses will be paid based upon receipt from the motel or hotel. The City will reimburse for lodging at the lowest rate for a single occupancy room. All hotels or motels must be approved by the City Administrator or applicable BPU Department Head (or designee) prior to booking.

An increase in lodging rate due to family members staying is not reimbursable. The employee will be reimbursed only the cost of a single occupancy room. All lodging reimbursements are subject to a maximum amount determined by the City Council and identified in the City's expense reimbursement form.

Lodging reimbursement will not be approved for lodging in the event the traveling employee could arrive at the destination on time by leaving Brainerd by 6:30 AM nor will reimbursement be approved if the employee could return to Brainerd by 9:00 PM. No reimbursement for lodging or time will be approved in the event the traveling employee elects to drive a personal vehicle in lieu of City recommended air travel. Entertainment expenses incurred will not be reimbursed, such as in-room movies, mini-bar and optional entertainment-type events including golf, gambling etc. that may be provided at conferences.

3) **Meals**

The City will reimburse the cost of job-related meals if an employee's travel is

outside of the Brainerd/Baxter area or if a business meeting is held during typical meal hours. The following guidelines are in place for eligibility of reimbursement for a meal:

Breakfast: The employee is in travel status before 6:00 AM
Lunch: The employee is in travel status between the entire time of 11:00 AM and 1:00 PM
Dinner: The employee is in travel status until 8:00 PM

- a) Meetings scheduled and held during typical meal hours do not automatically necessitate that a meal will be provided at City expense. *The departmental issued credit card shall not be used to pay for meals.*
- b) The maximum amounts per meal and per day attached to the expense reimbursement form apply to the meal, non-alcoholic beverage, sales tax and gratuity.
- c) Gratuities paid by the employee over 20% will not be reimbursed.
- d) Payments for meals cannot be combined in any fashion in order to reimburse an employee for a meal costing more than the maximum amount listed per specific meal. For example, an employee cannot decline a breakfast and/or lunch reimbursement to justify reimbursement of a \$60 dinner.
- e) Meals included as part of a conference, convention, or similar program will be paid in full, whether those meals are included in any registration or tuition fees or presented as a separate charge, and regardless of whether the cost exceeds the established maximum. All such expenses must be approved in advance by the applicable Department Head prior to registration. The Department Head will notify the City Administrator upon approval of any such expenses. Employees are expected to take advantage of meals provided by the conference or seminar. The City will not reimburse an employee for a purchased meal when a meal was provided by the event.
- f) If more than one employee is present at a job-related meal, one employee may pay for the entire meal cost of all employees. The reimbursement request shall clearly identify each employee present for the meal and each employee for whom the employee purchased a meal.
- g) When family members are present for a meal and the employee is claiming reimbursement for his/her meal, a separate detailed receipt for the employee's meal shall be requested. The City shall not reimburse the employee for the cost of any family member(s)' meal.

4) Registration or Membership Cost

The City will reimburse the costs for registration, training and membership incurred to attend approved conferences, seminars and training sessions. A check request or credit card receipt shall be submitted to the City's accounts payable department prior to the event for payment of this type of cost, in addition to obtaining the other approvals required by this Policy. The request shall

include the necessary documentation evidencing the amount payable. A departmental credit card may also be used for payment based upon receipt of all necessary travel approvals prior to making payment. Departments shall strive to utilize any early registration discounts, when available.

5) Non-Reimbursable Meal and Travel Costs

- a. Alcoholic beverages – whether consumed by an employee or a non-employee
- b. Gratuities exceeding 20%
- c. Snacks and other food/beverages outside of the daily meal reimbursements
- d. Meals or events for spouses or family members traveling with an employee
- e. Meals when an event provides for a meal
- f. Private automobile expenses, including gas, oil, repairs
- g. Traffic citations or fines
- h. Travel between an employee's home and work facility
- i. Entertainment expenses
- j. In-room movies, mini-bar or other hotel services not required for City business
- k. Optional entertainment events unless included as part of the overall conference registration fee (e.g. optional golf, sporting events, concerts, and other performances)
- l. Personal losses incurred while on City business
- m. Other costs that are not directly related to City business, as determined by the City Administrator

City Representation

Employees shall be aware at all times that they are representing the City while traveling out-of-town for official City business. Employees given the opportunity to be away from their regular work site are expected to perform in a similar manner as if they were still at work, including following all applicable City policies as if they were at their regular work site. An employee's conduct during a work-related trip or while otherwise representing the City will be treated as if it occurred during regular working hours and at the regular work site. At no times shall alcoholic beverages be consumed by any person(s) driving or riding in a City vehicle.

Section 22.02 Prescription and Non-Prescription Safety Glasses

The City will pay the cost of prescription safety glasses for employees required by OSHA regulations to wear same in performing their work functions, up to a maximum of the base cost as stated in the City's agreement with a local vision provider(s). The employee is responsible for all other costs associated with obtaining the prescription, including eye examination.

The City will provide non-prescription safety glasses for employees required by OSHA

regulations to wear same in performing their work functions.

Section 22.03 Safety Boot Policy

The City will pay annually up to 50% of the cost for safety boots for employees required by OSHA regulations to wear same in performing their work functions.

Section 22.04 Damage to Personal Items

An employee's personal items, such as watches and prescription eyewear, which are damaged or destroyed during the course of his/her work shall be reimbursed by the City for the value of the item damaged or the cost of the repair, if possible, up to \$450 per employee in a three (3) year timeframe. In order to receive such reimbursement, the employee must submit a detailed statement describing the item, how it was damaged, whether the employee believes it to be reparable, how the employee determined the value of the item, and any estimated costs of repair.

Section 22.05 Cold Weather Outerwear

Some employees may be required to work outdoors in cold weather for extended periods of time. The City will furnish each such employee one set of insulated cold weather outerwear at a frequency of no greater than once every 36 months, unless damaged beyond repair, as determined at the discretion of the Department Head. The cold weather outerwear will consist of three pieces – a coat, a vest, and a bib overall, and will be insulated brown duck canvas or ANSI, with a City of Brainerd insignia (or BPU insignia, as appropriate) on the coat. The employee will be responsible to keep his or her cold weather outerwear clean and in good repair at all times. The cold weather outerwear shall be kept at work at all times, except for the purpose of cleaning and/or repair to the outerwear.

Section 22.06 Personal Cell Phone Stipend

Employees whose work requires the use of a cell phone and who have been designated to receive a cell phone stipend by the City Council, or designee in their sole discretion will receive a monthly stipend in the amount determined by the City Administrator. At this time, no additional employees will be granted permission for this benefit. Employees receiving a stipend are responsible for:

- A. Providing proof of purchase/lease of cell service, and other documents prescribed by the City to activate and maintain stipend payments, at intervals to be determined by the City Administrator;
- B. Purchase, replacement, repair, or service or operational questions of the phone will be the responsibility of the employee and at the employee's sole expense;

- C. Using a secure password, PIN, or gesture to prevent unauthorized access;
- D. Procuring and maintaining cellular service from a reliable carrier who provides service in the City service area;
- E. Limiting personal use of the cell phone during work hours so as not to interfere with City business or the performance of the employee's job;
- F. Agreeing that their cell phone may be physically or remotely accessed, tracked, modified, or wiped based on City security needs.

The cell phone stipend is intended to cover approximate costs of the employee's cell phone expenses related to work duties. Initial purchase of the cell phone, accessory equipment, and activation fees will be the responsibility of the employee, as will maintenance, insurance, and repair costs (if any). The employee will pay any and all costs exceeding the amount of the cell phone stipend. No stipend will be paid when an employee is in an unpaid leave status for more than 30 days or duties change in such a manner which no longer justifies the payment.

In addition, the City is subject to the Minnesota Government Data Practices Act ("MGDPA") and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal e-mails, text messages, and social media messages created, received, collected, maintained, or generated on an employee's personal cellular device by virtue of his or her position with the City are subject to those laws.

Section 22.07 Approval of Expenses

Employees shall submit an expense reimbursement claim no later than **60 days** from the date the expense was paid or incurred. Requests for reimbursement must be accompanied by a signed Employee Expense Reimbursement Form, as updated from time-to-time by the City. As discussed in this Policy, detailed, itemized receipts and other information shall be submitted with the claim for reimbursement, depending on the type of expense.

The City shall annually and periodically provide an updated Employee Expense Reimbursement Form. This form shall be used for all reimbursement requests related to approved travel or work-related expenses paid by an employee.

- 1) **Detailed Receipts** – each item submitted for City reimbursement must be supported by an itemized receipt indicating a reasonable explanation for the expense. All receipts shall be attached to each reimbursement request.
 - a. Meals will be reimbursed based on a detailed itemized receipt. When a credit card is used to purchase the meal, both an itemized receipt and a credit card charge slip indicating the tip amount shall be submitted.

- b. Receipts for parking and taxis may not be available and may be submitted for reimbursement without a receipt.
 - c. Mileage reimbursement for the use of a personal vehicle shall detail not only the mileage but also the location traveled and the business reason for travel.
 - d. Proper departmental expense codes shall be used for each line item.
 - e. Unsupported expenses will not be reimbursed. If an employee is unable to get a detailed receipt or the receipt is lost, a signed statement by the employee detailing the purchased item, the business reason for the expense and certifying that the claim is accurate must be submitted and approved by the Department Head. A copy of the employee's credit card statement may also be provided to help support the dollar amount being reimbursed.
- 2) Employees shall submit an employee expense reimbursement form with all necessary supporting documentation to the appropriate Department Head or designee for review.
 - 3) The expense form will be routed through the Accounts Payable process for payment and approval. Any issues will be communicated back to the employee for correction/clarification.
 - 4) The Finance department will make necessary corrections to reimbursement requests for mathematical errors, gratuities in excess of 20%, to remove any alcoholic beverages and other changes that may be necessary to comply with this policy.
 - 5) Reimbursement will be made with the next City Council check register, or payroll if the meal reimbursement is taxable.

Signing an expense voucher or request for reimbursement certifies the truth and correctness of the expense incurred. Knowingly submitting a false or inaccurate expense voucher, receipt, request for reimbursement, or other record may result in discipline, up to and including termination.

ARTICLE 23. DRUG-FREE WORKPLACE/ALCOHOL ABUSE POLICIES

Section 23.01 Drug-Free Workplace/Alcohol Abuse

It is the policy of the City to provide a drug-free environment. The City's goal is to establish and maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse in compliance with the requirements of the federal Drug-Free Workplace Act of 1988 (as amended) and other applicable law. This requires employees abstain from using alcoholic beverages, cannabis, mood-altering drugs, and drugs that adversely impact performance, prior to the start of their workday, during the work period, during lunch and other work breaks. Any violation of this policy shall result in disciplinary action, up to and including discharge.

- A. The use of alcohol, cannabis, or the illegal use of drugs by an employee on duty can result in a dangerous work environment by negatively affecting job performance and the ability to function safely at work.
- B. The unlawful manufacture, distribution, transfer, possession, or use of drugs while on duty is strictly prohibited. Any such use may justify immediate discharge regardless of job performance. This provision does not apply to possession of drugs by sworn Police Department employees necessitated by their official job duties.
- C. Intoxication, possession, and unauthorized use of alcohol or cannabis while on duty is also prohibited and may justify immediate dismissal regardless of job performance. This provision does not apply to possession of alcohol or cannabis by sworn Police Department employees necessitated by their official job duties.
- D. Tolerance may be shown to an employee expressing a desire and willingness to receive treatment for their drug or alcohol use.
- E. Human Resources will provide any employee, upon request, information regarding alcohol abuse and drug dependency as well as information on available treatment programs.
- F. Confidentiality will be maintained, to the extent permitted by the Minnesota Government Data Practices Act and other applicable laws.
- G. It is the responsibility of the employee to correct his or her unsatisfactory behavior or job performance resulting from drug, cannabis or alcohol use.
- H. The Human Resource Director must be notified by the employee no later than five (5) calendar days following any criminal drug statute or alcohol related conviction for a violation occurring in the workplace or any arrest or conviction of any criminal drug or alcohol offense.
- I. Violations of this policy may constitute cause for discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending on the severity and circumstances involved.

The City recognizes drug and alcohol abuse as potential health, safety and security problems. Employees needing help in dealing with drug and alcohol problems are encouraged to make use of the medical resources available through their health insurance plans.

Section 23.02 Drug & Alcohol Testing

The City has adopted Drug, Alcohol, and Cannabis Testing Policies, separate from the Employee Policy Manual, covering employees required to hold a commercial driver's license (CDL) or a non-commercial driver's license (non-CDL) to perform their job duties and other employees. All employees are required to sign a document that states that they have received a copy of the policy. Each employee must review the document and abide by its provisions. Copies can be obtained from the City Administrator's office and the Human Resource Director's office.

Section 23.03 Drug-Free Awareness Program

To assist employees in understanding the perils of drug and alcohol abuse, the City has established a Drug-Free Awareness Program. This drug and alcohol policy constitutes the City's drug-free awareness program and fulfills the notification requirements of the federal Drug-Free Workplace Act of 1988 (as amended). The City will use this program as an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. The program will inform employees of the dangers of drug and alcohol abuse, explain the City's Drug and Alcohol Policy and the sanctions imposed for its violation, and highlight any treatment, counseling, and rehabilitation referral services that may be available to employees in the City. Nothing set forth in this policy is intended to conflict with state law.

An employee convicted of a criminal drug offense committed in the course of employment will be subject to appropriate disciplinary action and/or required to complete successfully an appropriate rehabilitation program at the employee's own expense unless provided to the employee through insurance coverage. The City, in its sole discretion, shall determine what disciplinary action is appropriate.

Section 23.04 Tobacco Use

A. PURPOSE

The City has established this policy regulating tobacco use in City-owned buildings and vehicles:

1. To comply with the Minnesota Clean Air act.
2. To respond to the increasing evidence that tobacco use creates a danger to the health of persons who use tobacco as well as persons who are present in a smoke-filled environment.
3. To promote a safe and healthy environment for staff and citizens and to set an example to the community in limiting tobacco use.

B. STATEMENT OF POLICY

1. All City-owned buildings and vehicles shall be tobacco-free which includes smoking, as defined by Minnesota Statutes, section 144.413, as amended, the use of tobacco products and electronic cigarettes, as defined in Minnesota Statutes, section 609.685, as amended. Park shelters are exempt from this policy to the extent provided by applicable law.
2. Tobacco use is prohibited within all City-owned buildings, this includes employee workstations, employee break areas, reception areas, storage areas, hallways, meeting rooms and all other areas inside buildings not specifically mentioned herein.
3. Within City-owned vehicles, smoking and other tobacco use is prohibited by any and all occupants.
4. All individuals on City premises share in the responsibility for adhering to and enforcing this policy. The responsibility for compliance is shared by employees, Supervisors, and the general public.
5. Employees hosting visitors are expected to inform them of the City's tobacco free policy.
6. Information on approved smoking cessation programs is available to City staff by the Human Resource Director.
7. Complaints of violation of the policy should be directed to the Department Head responsible for the particular work area or facility involved in the complaint. The Department Head shall be responsible for notifying the violator of the pertinent portions of this policy. Failure to comply with the policy may result in discipline, up to and including immediate termination, if the violation is committed by an employee, or may result in the individual being asked to leave the City's premises, if the violation is committed by a member of the public.

ARTICLE 24. EMPLOYEE SAFETY MANUAL

The City has adopted an Employee Safety Manual, separate from the Employee Policy Manual. All employees are required to sign a document that states that they have received a copy of the manual. Each employee must review the manual and abide by its provisions. Copies can be obtained from the City Administrator's office or the Human Resource Director's office.

ARTICLE 25. POLITICAL ACTIVITY

City employees have the right to express their views and to pursue legitimate involvement in the political system outside of work time. Any employee who becomes a candidate for federal, state or municipal elective office, or assumes a federal, state, or municipal elective office, is expected to properly fulfill their normal duties during such candidacy and while holding such office and may be disciplined for failure to do so. An employee holding such office will be permitted time off from regular employment to attend meetings required by reason of the public office. Such time off may be without pay, by using appropriate paid leave, or made up with other hours, as agreed between the employee and the department director.

Any employee whose principal employment in the city is in connection with an activity which is funded in whole or in part by the United States or a federal agency is also subject to the restrictions and penalties of the Federal Hatch Act (5 U.S.C. § 1501-1508). Political activity should not impair objectivity or the perception of objectivity in carrying out city work.

City employees cannot use their official authority or influence through their employment with the city to compel a person to apply for membership in or become a member of a political organization, or to compel a person to pay or promise to pay a political contribution, or to compel a person to take part in political activity. While at work, city employees must be politically neutral in the performance of their job duties and cannot engage in political activity while at work, on city property, or by using city resources (such as city branded clothing or uniforms, photos, ID badges, nametags, or using the city's email system or technology). Furthermore, employees should not use their city job title in conjunction with any political work or endorsements.

ARTICLE 26. HARASSMENT

It is the policy of the City that harassment and inappropriate conduct of employees is prohibited. The City seeks to promote a professional work environment where employees can perform their jobs free from abuse by others. This policy applies to all of the City's employees while performing their duties as employees within or outside the workplace. For purposes of this policy, employees include all individuals who are hired, elected, appointed, or contracted to provide services to the City.

Harassment is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates, or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, or degrading environment, or interferes with or adversely affects a person's work performance based on race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.

Harassment does not include the conduct or actions of Supervisors intended to provide employee discipline, such as deficiency notices, performance evaluations, oral warnings, reprimands or other supervisory actions intended to promote productive performance.

A. STATEMENT OF POLICY

It is the policy of the City that harassment will not be tolerated. All employees are prohibited from engaging in the harassment of any other employee or other person in the course of or in connection with employment. The desired standard of employee behavior is one of cooperation and respect for each other, despite any differences. Employees have a right to a workplace free of verbal and/or physical harassment.

B. SEXUAL HARASSMENT

1. Definition

For purpose of this policy, sexual harassment is defined as physical or verbal conduct relating to an individual's gender or directed at an individual because of gender, unwelcome sexual advances, request for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual or gender-related nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or continuing employment or a basis for employment decisions affect that individual; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in any employment decisions affecting the individual or decision related to the individual's access to public services or public accommodations affecting said individual; or
- c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public service, or public accommodation, or of creating an intimidating, hostile or offensive employment environment.

A single act or communication may constitute sexual harassment.

2. Examples of Conduct that can Constitute Unlawful Sexual Harassment

Examples of sexual harassment include, but are not limited to, the following:

- a. Unwelcome subtle or overt pressure for sexual activity.
- b. Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.
- c. Verbal abuse or innuendo of a sexual nature.
- d. Unwelcome physical contact such as touching, hugging, patting,

- pinching, pawing, poking, or slapping.
- e. Any unwelcome sexual or sexually motivated touching.
- f. Comments of a sexual nature about an individual's body or sexual terms used to describe an individual.
- g. Display or distribution of sexually suggestive or sexually explicit objects or pictures, including cartoons, articles, pictures, and other graphics which have a sexual conduct and which are not necessary for work.
- h. Jokes or remarks of a sexual nature to, or in the presence of, people who may find them offensive.
- i. Prolonged staring or leering at a person.
- j. Use of suggestive facial expressions, gestures of a sexual nature, or sexually suggestive or insulting sounds.
- k. Any demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment or other indication, express or implied, that an employee's job security, assignment, opportunities for advancement, or other terms or conditions of employment may depend on the granting of sexual favors to any other employee, supervisor, elected official, or manager.
- l. Any action relating to an employee's job status, which is taken as a direct result of the granting or refusal of social or sexual favors.
- m. The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.
- n. Indecent exposure.
- o. Other physical or verbal conduct directed at another because of sex or gender.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between people that are acceptable to both parties are not considered to be sexual harassment.

C. OTHER PROTECTED CLASS HARASSMENT

Other protected class harassment is offensive conduct or communication based on an individual's race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, sexual orientation (including gender identity or expression), disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by state or federal law when:

1. Submission to such unwelcome conduct or communication is made either explicitly or implicitly as a term or condition of obtaining or retaining employment or access to public services or accommodations;
2. Submission or rejection of such unwelcome conduct or communication by an individual is used as a factor for any employment decision or decision related to the individual's access to public services or public accommodations affecting said individual; or

3. Such unwelcome conduct or communication has the purpose or effect of substantially interfering with any person's employment, public services or public accommodation, or creating an intimidating, hostile, or offensive work environment.

D. Department Head/Supervisory Responsibilities

Department Heads and Supervisors are responsible for maintaining a work environment free of sexual harassment and other protected class harassment. It is their responsibility to ensure that all employees comply with the City's Policy. Department Heads and Supervisors must respond promptly and appropriately to both allegations and confirmed reports of harassment.

In the absence of a complaint, Supervisors and Department Heads observing conduct that may constitute prohibited harassment in the workplace are responsible for calling such behavior and this policy to the attention of the participants at the time of the observance. A written summary of the discussion shall immediately be forwarded to the City Administrator.

Supervisors and Department Heads receiving complaints or reports of alleged inappropriate conduct shall immediately forward a report to the City Administrator prior to taking any action on the complaint. The City Administrator or designee will make the determination as to whether, and to what extent, an investigation is warranted, who will investigate, and what methods will be used in the investigation.

Failure of a supervisory employee to immediately forward reports of observances or complaints to the City Administrator shall be grounds for disciplinary action, up to and including termination of employment.

E. Employee Responsibilities

All City employees are expected to treat all other employees and the public with respect and to comply with this policy. Any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including discharge from employment.

F. Complaint Procedure

Any employee who believes he or she is being subjected to sexual harassment or other protected class harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to a Supervisor, the Department Head, or the City Administrator. While the City encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report should be prepared to supply the following information:

1. Date, time and location of incident
2. Identification of the offender(s)
3. A detailed description of the incident
4. Any materials in the complaining employee's possession related to the incident (e.g. cartoons, articles, pictures)
5. Identification of any potential witnesses to the incident

Additionally, at the time of the incident, if you are the employee being subjected to the inappropriate behavior and feel comfortable in doing so, you may, but are not required to, courteously, but firmly, tell the individual(s) engaging in the inappropriate behavior to stop the behavior because the behavior makes you feel intimidated, offended or uncomfortable. Include a summary of this discussion in your report to the Supervisor or City Administrator.

Any Department Head or other supervisory employee who receives a formal or informal, oral or written report of harassment shall inform the City Administrator immediately without screening or investigating the report, unless the City Administrator is involved or has a conflict of interest, in which case the report shall be made to the Mayor pursuant to the reporting procedures. Failure of any supervisory employee of the City to forward such a report to the appropriate party shall be grounds for discipline.

By the authority of the City Council, the City Administrator, upon receipt of a report or complaint of sexual harassment or other protected class harassment, shall undertake or authorize an investigation. The investigation may be conducted by City Officials or by a third party designated by the City.

The City may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

The investigation methodology will be determined by the investigator depending on the specifics of each complaint. Investigations typically include, at a minimum, interviews with the reporting employee, the complaining employee (if different from the reporting employee) and alleged offender(s). The investigation methodology may additionally include additional interviews, document review and other methods deemed pertinent by the investigator.

G. Confidentiality

Records maintained pursuant to this policy are subject to the Minnesota Government Data Practices Act, the Minnesota Records Retention Act, and other applicable laws. Subject to those laws, every effort shall be made to respect the privacy of the parties to a complaint, without compromising the thoroughness of the investigation.

H. No Reprisal for Filing Complaint of Harassment

The City will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists in the investigation of such a complaint regardless of the outcome of such investigation. The City will discipline or take other appropriate action against any employee who engages in acts of retaliation toward these individuals. For purposes of this policy, retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

I. Disciplinary Procedure

1. An employee who violates this policy will be subject to disciplinary action up to and including discharge.
2. Any employee who prevents or attempts to prevent an individual from reporting a suspected violation of this policy or who interferes in any way with the investigation of such a report will be subject to disciplinary action, up to and including discharge.
3. Any employee who retaliates or discriminates against an individual who reports a suspected violation of this policy or assists in the investigation of such a report will be subject to disciplinary action, up to and including discharge.
4. Supervisor, managers, or Department Heads who become aware of violations of this policy in their department, even in the absence of a formal complaint, shall take appropriate disciplinary action, in consultation with the City Administrator.
5. Any non-employee found to have violated this policy may be removed from the City property or other appropriate action may be taken.

The Data Practices Act may allow individuals who are not directly involved with the complaint to access records related to the complaint in certain circumstances.

ARTICLE 27. GRIEVANCES

It is the policy of the City insofar as possible to prevent the occurrence of grievances and to deal promptly with those which occur. For purposes of this policy, a grievance is defined as a dispute or disagreement as to the interpretation or application of the City's personnel policies.

Employees shall have the right to present grievances either individually or as a group. Grievances shall be presented to the City Administrator in writing, within five (5) calendar days of the occurrence of the alleged grievance.

The City Administrator shall respond to an employee's grievance within fourteen (14) calendar days after receiving the alleged grievance. The decision of the City Administrator is final, except that when the City Administrator is directly involved in the grievance, appeal may be made to the Personnel and Finance Committee for final decision within fourteen (14) calendar days of the City Administrator's decision. In such an appeal, the Personnel and Finance Committee's decision is final. In the event that the City Administrator does not respond to the grievance within fourteen (14) calendar days of receipt, the grievance shall be considered denied for purposes of the appeal time period discussed above.

In compliance with federal or state law, an employee may also grieve any alleged unsafe act or practice, adverse working conditions, violation of civil rights, and alleged hazardous materials management.

Concerns that employees have should not go directly to individual members of the City Council. The City Council acts as a body and not as individuals. Likewise, individual Council members giving direction to staff without the knowledge of the City Administrator is inappropriate. Again, the City Council gives its direction, as a policy making body, to the staff through the Administrator.

ARTICLE 28. DISCIPLINE AND DISCHARGE

Section 28.01 At-Will Employment

City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including failure to observe proper workplace conduct adopted by the City Council. It is the policy of the City to administer disciplinary penalties without discrimination. Except for probationary employees and as expressly described in this Policy, employees may use the grievance procedure as per the personnel policy with respect to any disciplinary action. To the extent feasible, the supervisor or department head shall gather relevant information before reporting the incident to the Human Resource Director. At the direction of the Human Resource Director, the supervisor or department head may gather additional relevant information and investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Nothing in this Policy shall be interpreted as altering the City employees' status as "at-will" employees or creating any type of "just cause" standard for discipline or termination. When determining whether to impose discipline, including termination, the City may consider all relevant factors, including, but not limited to, the seriousness and frequency of misconduct, and the employee's discipline history.

Grounds for discipline and discharge will include, but is not limited to the following:

- A. Incompetence, ineffectiveness, or inefficiency in the performance of duties;
- B. Criminal conduct which would constitute a felony, gross misdemeanor, or misdemeanor except as limited by Minnesota Statutes, Chapter 364 (as amended);
- C. Violation of any City policy, procedures, work rule, regulation or City ordinance, including the provisions of this manual and any safety and/or health policies and procedures;
- D. Being under the influence of alcohol, cannabis, drugs, or controlled substances while performing duties for the City, while on City premises, or while acting as a representative of the City off premises;
- E. Discourteous, hostile, insulting, abusive, or inflammatory conduct toward the public, a fellow employee or fellow employees, a supervisor or supervisors, a member of the City Council or members of the City Council, or a member of any City commission, or members of any City commission;
- F. Theft, misuse, carelessness and/or negligence in the handling or control of City property or property entrusted to the employee by the City, including allowing unauthorized persons to ride in City vehicles, or the unauthorized appropriation of City property for the employee's own use;
- G. Inducing or attempting to induce a person, officer or employee of the City to commit an unlawful act or to act in violation of any City policy, procedure, regulation, ordinance, or workplace directive or order;
- H. Dishonesty in the performance of duties;
- I. Sleeping during work hours;
- J. Willful misconduct or insubordination;
- K. Acceptance of a gift under circumstances from which it could be inferred that the giver expected or hoped for preferred or favorable treatment in conduct of City business and/or acceptance of a gift in violation of applicable law or City policy;
- L. Unapproved use of paid work time and/or equipment in outside employment or for personal benefit;
- M. Falsely stating or falsely making claims of injury or illness;
- N. Gambling while on duty, on City property, or using City equipment or resources;
- O. Inability to perform the essential functions of the employee's job, whether due to

physical or mental impairment, or otherwise;

- P. Any possession, sale, distribution, possession, or unauthorized use of alcohol, cannabis, or controlled substances, during working hours and/or while representing the City;
- Q. Unexcused absence from work;
- R. Tardiness in reporting to work;
- S. Improper reproductions or misuse of copyrighted materials;
- T. Theft of City property or personal belongings of others;
- U. Abuse of official position with the City to achieve personal, political, or financial gain;
- V. False or inaccurate claims for reimbursement of expenses;
- W. Disorderly, abusive, or indecent conduct that causes disruption of the work environment, including fighting;
- X. Unauthorized possession of weapons on City property;
- Y. Allowing unauthorized visitors into unauthorized City offices and locations;
- Z. Unauthorized disclosure of private, confidential, or nonpublic data;
- AA. Failure or refusal to comply with City or department regulations, policies, or procedures; and
- BB. Any other conduct which, in the discretion of the City, constitutes a breach of the standards of behavior which it should reasonably expect of its employees.

Employment at the City may be terminated at the will of either the employee or the City, at any time, and for any legal reason or no reason.

Section 28.02 Procedures

- A. Discipline may be in one or more of the following forms, although **the City of Brainerd reserves the right to take any disciplinary action at any time:**
 - 1. oral reprimand;
 - 2. written reprimand;

3. suspension;
 4. demotion; or
 5. discharge.
- B. Suspension, demotion and discharge will be in written form and will state the reasons for such action.
- C. Reprimands, notice of suspension, and notice of discharge are to become part of an employee's personnel file. The employee will receive a copy of any reprimands and/or notices.
- D. Employees receiving a written reprimand, suspension, demotion, or discharge shall be given a copy of the discipline document and sign the original, acknowledging that he or she has received the written reprimand, suspension, demotion, or discharge. The signature of the employee does not necessarily indicate that he or she agrees with the disciplinary action. If the employee refuses to sign the original written reprimand, suspension, demotion, or discharge, such refusal will be noted on the discipline document. All written discipline will be placed in the employee's personnel file.
- E. Consistent with applicable law, employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Administrator or designee.

Section 28.03 Supervisory Authority

- A. Oral and Written Reprimands. Department Heads have the authority to impose oral and written reprimands without prior approval of the City Administrator. The Department Head must maintain a record of each verbal reprimand. A verbal reprimand may not be appealed or submitted through the grievance process.
- B. Suspension. The City Administrator may suspend an employee.
- C. Demotion and Discharge. An employee may be demoted or discharged by recommendation of the City Administrator and final determination by the City Council.

Section 28.04 Right of Appeal

An employee may appeal an oral or written reprimand verbally or in writing to the City Administrator within five (5) work days after disciplinary action has been imposed. The City Administrator will make the final determination and will inform the employee in writing regarding the decision made.

An employee may appeal a suspension without pay, or recommendation for demotion or discharge to the City Council by requesting, in writing, that a hearing be conducted for that purpose. Such request must be made by the employee to the City Administrator within five (5) days after disciplinary action has been imposed. At its sole discretion, the City Council may hold the hearing at its next regularly scheduled meeting or any date within thirty (30) days of such meeting. The City Council has the sole discretion to conduct the hearing or to appoint a subcommittee to conduct the hearing. If the City Council appoints a subcommittee, the subcommittee shall make its recommendation to the City Council at the next regularly scheduled meeting of the City Council following the hearing. The decision of the City Council will be final.

If the appeal is upheld by the City Council, the employee shall receive all payments, benefits and service accrual which the employee would have earned during the period of suspension without pay, demotion or discharge and be reinstated to the position.

For purposes of the Minnesota Government Data Practices Act, the initial disciplinary decision constitutes the final disposition of a disciplinary matter, unless the employee files a timely appeal with the City Council. In such cases, the City Council's decision constitutes the final disposition.

The procedures described in this Section are employees' exclusive remedy for challenging a disciplinary action using these Personnel Policies. The grievance procedure described in Article 27 is not applicable to disciplinary decisions.

ARTICLE 29. ACCIDENT PROCEDURES

As a City employee, it is important that you are aware of certain procedures to be followed if you are injured on the job or involved in an accident while operating City equipment. These procedures have been established to protect your interests as an employee, as well as protect the City.

Employees shall comply with all federal and state laws and rules concerning vehicles and their safe operation. Safety devices, such as seat belts, lights, horns, etc., shall be utilized.

Compliance with speed limits, safe driving procedures, and proper licensing requirements will be enforced by the City.

Employees are responsible for performing routine checks (i.e., tire pressure, oil, turn signals, lights) before operating a City-owned vehicle.

If you are involved in an accident while operating any City-owned vehicle or piece of equipment, or while engaged in City business with any hired or privately-owned vehicle:

- A. Notify the police and/or emergency medical services, as appropriate, by dialing 911, and your supervisor IMMEDIATELY.
- B. Request that all parties and property concerned remain at the scene of the accident, if possible, until a law enforcement representative has released them.
- C. Obtain identifying data from the driver of the other vehicle (i.e. name, address and insurance company).
- D. Secure names and addresses of injured persons and any witnesses to the accident.
- E. Employee responsibility is to refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, appropriate City officials, and representatives of his or her own insurance company, if the employee's privately-owned vehicle is involved. Statements made to investigating authorities should be confined to factual observations. A copy of all police reports and any statements attached thereto will be forwarded to City Administration or designee within one day of receipt by the employee(s) involved in the accident.
- F. Employees shall refrain from admitting fault or liability and must gather all applicable loss data, witnesses, injured parties, passenger names, vehicle and driver's license numbers.

Employees who sustain personal injury or illness in any work-related accident are REQUIRED to report the injury to their supervisor immediately (no matter how minor). Once your supervisor has been notified of an accident, he/she will inform you of the steps to be taken to properly report and record the occurrence. Your supervisor may also direct you to proper medical attention where necessary. If it is necessary for you to complete an "Employee Incident" form, it should immediately be completed and returned to your supervisor. If it is necessary for you to miss work because of a work-related accident, it is your responsibility to keep your supervisor Informed of the date you are able to return to work. In most instances, your treating physician will provide you with that information during your initial visit.

Please remember that following these simple procedures not only ensures accurate record keeping of accidents and personal injuries as required by law, but also protects your interests as an employee. For your own protection, be sure to report any accidents and injuries you may have, no matter how small.

Employees using a City-owned vehicle may be held liable for accidents in which he or

she is involved. Employees will be personally responsible for paying any citation or other criminal sanction received while operating a City-owned vehicle.

ARTICLE 30. STATEMENT OF POLICIES AND PROCEDURES FOR PAYMENT AND/OR REIMBURSEMENT OF COSTS AND ATTORNEY'S FEES FOR MUNICIPAL OFFICERS AND EMPLOYEES

The City may reimburse its employees or officers for costs and reasonable attorney's fees incurred by an employee or officer, to the extent permitted by Minnesota Statutes, section 465.76.

ARTICLE 31. TECHNOLOGY USE

General Information

This policy serves to protect the security and integrity of the City of Brainerd's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. All employees are responsible for reading and following information that may be distributed from time-to-time about appropriate precautions to protect City systems.

City-owned computers, cellular telephones, mass storage devices, and related equipment used by City employees are property of the City. Except when accessed by the police department for law enforcement purposes, the City specifically reserves the right to audit, monitor, and inspect, without notice, without the user's consent, and for any reason or no reason, employees' use of its computers and related equipment and all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. An audit may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation.

All City owned equipment, including, but not limited to, computers, laptops, telephones, mobile devices, field electronics, mass storage devices, e-mails, voice mail, text messages on City paid cellular telephones, or any other type of equipment provided are City property. Except when accessed by the police department for law enforcement purposes, any such property or equipment may be accessed by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion. City employees and other users shall have no expectation of privacy in any property or equipment of the City.

In addition, the City is subject to the Minnesota Government Data Practices Act ("MGDPA") and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal messages and internet logs, created,

received, collected, maintained, or generated by City employees or using the City's computer and/or related equipment are subject to those laws. In accordance with applicable law, such files and documents may be disclosed in certain circumstances without the permission of the employee or user.

Users should notify IT staff upon learning of violations of this policy. Violation of this policy may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation. All violations will be addressed consistent with the City's Personnel Policies or applicable union contract.

Data Privacy and Retention

All data stored on computers, related equipment, and media owned, leased or rented by the City is considered to be owned by the City and is subject to the MGDPA, which governs its use and dissemination. All city owned equipment and Information Technology Systems, including e-mail, are City property and subject to inspection by the City at any time, without notice, and for any reason or no reason at all. The City Administrator or Human Resource Director should be contacted with questions regarding the classification of public and private data.

Data Ownership: All information developed or introduced to a City computer or related equipment by a user in conjunction with employment with the City is the property of the City.

Data Storage: All City data must be saved to a network drive on a City server or City provided resource.

Data Deletion: Users are responsible for deleting outdated files that are no longer needed for compliance with the City Records Retention Schedule; this includes data files and email messages that do not need to be retained in accordance with the City's Records Retention Schedule. The City Administrator should be contacted with questions regarding the City Records Retention Schedule.

Data Back-up: The IT department backs up most data stored on network servers or cloud storage. Workstation hard drives or any other devices are not backed up and are subject to failure and may result in permanent data loss.

Personal Use

The City offers employees the privilege of limited personal use of City-owned computers

and related equipment. Personal use is allowed under the following guidelines and only during break times or before/after normal paid working hours:

- Only City employees may use City-owned equipment. Family members or friends of City employees are not allowed to use City equipment or technology resources.
- Employees shall not connect personal peripheral tools or equipment (such as cell phones, USB drives, flash drives/cards, disks, digital cameras, or printers) to City-owned systems, without prior approval from IT staff. If permission to connect these tools/peripherals is granted, the employee must follow provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to personal documents, images, audio and video files. IT staff may delete these types of files if found on City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology, including City-issued email accounts, shall not be used for: illegal activities, personal business interests, for-profit ventures, political activities, outside employment, public office or employment which is incompatible with City employment, wagering, betting, or selling chances, annoying or harassing other individuals, fund-raising except for City-approved activities, religious activities, pornographic, obscene, or indecent images or content, forwarding junk email, advertisements, or chain emails, or other uses deemed by City management to be inconsistent with City activities. If any employee has a question as to whether a use is appropriate, that employee must contact the City Administrator or applicable Department Head for permission before engaging in the conduct in question.
- The City reserves the right to monitor end user activity. Software and/or hardware may be used to monitor, filter, block, or limit internet activity. The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.

Hardware

In general, the City will provide the hardware required for an employee to perform their job duties. Requests for new or different equipment should be made to the Department Head, who may consult with IT staff.

Unapproved hardware, including cameras, mobile devices, printers, external storage

devices, and any other peripherals that have not been specifically approved by the City may compromise the integrity of the City's computer system and are prohibited. IT staff may, without notice, remove any unauthorized equipment attached to the City's computer system or network.

The City may supply mobile devices, including computers to employees to work offsite as approved by the City Administrator. A business need will be required for each mobile device deployment and must be approved by the Department Head. In general, mobile devices will only be issued to employees who: regularly use their device offsite; require a device for access to special software or systems; have a documented business need for a device; and/or require the use of a device while traveling.

Employees are responsible for the proper use and care of City-owned computer equipment. City employees are expected to provide reasonable security to all City-owned computers and related equipment. This includes ensuring that passwords comply with this policy. Removable media must be kept in a secured area. Non-public, private, and/or confidential data must not be displayed in such a manner that unauthorized personnel or others can view or access it. All City-owned computers and related equipment must be secured while off City premises. For instance, employees must not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment must not be exposed to extreme temperature or humidity.

Software

In general, the City will provide the software required for an employee to perform their job duties. Requests for new or different software should be made the Department Head, who may consult with IT staff.

Unapproved software or downloads (free or purchased), games, screen savers, toolbars, clipart, music/audio, and movie/video clips, that have not been specifically approved by the City may compromise the integrity of the City's computer system and are prohibited.

Employees shall not download or install any software (free or purchased) or addons (such as toolbars or clipart) on any City computer or related device without the prior approval of the IT staff. The only exceptions to this policy are updates to software previously approved by IT such as anti-virus, anti-malware, etc. IT staff may, without notice, remove any unauthorized programs or software, downloads, or other files on any City computer, related equipment, network, or electronic resource.

Electronic Mail

The City provides most employees with an email account for work-related use. Minimal personal use of the City email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies. Using the City's email to participate in any kind of personal listservs or mailing list is prohibited.

Employee emails, including those that are personal in nature, may be considered "public" data for both e-discovery and information requests and may not be protected by privacy laws. Personal e-mail transmitted through or saved on the City's e-mail system, computers, network, or other technological resources, may also be monitored as directed by the City Administrator and without notice to the employee.

In addition, employees must adhere to these email guidelines:

- Do not open email attachments or links from an unknown sender. Review sender's email address, date/time, subject line, and name and file type of attachments to verify legitimacy/relevance. Delete junk or "spam" email without opening. Do not respond to unknown senders.
- Never transmit an email that you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, profanity, etc.).
- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.
- Employees' email use must otherwise comply with all applicable provisions of this policy, all other applicable City policies, and all applicable laws.

Electronic Calendars

A shared calendar environment is provided as part of the City's email software program. All employees are encouraged to keep their electronic calendar up-to-date and may grant relevant staff the ability to view their calendar. All employees are encouraged to utilize the out-of-office automatic replies for known absences.

Phone/Voicemail

Voicemail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage. All other voicemails should be deleted from the voicemail system (and email system) when no longer needed. Voicemail may be considered “public” data or otherwise subject to disclosure in accordance with the MGDPA. Employees should contact IT staff with any questions about voicemail storage and/or deletion.

Presence/Instant Messaging

Employees who are provided with the City’s presence / instant messaging (IM) software should remain logged in when working and may utilize it for communications between City staff. Instant messaging may be considered “public” data, or otherwise subject to disclosure in accordance with the MGDPA and must be kept in accordance with the City’s records retention requirements if they constitute an official record of City business. Employees are not allowed to download or install any unapproved messaging software on City devices.

Intranet (Sharepoint)

Employees should keep the City’s Intranet (Sharepoint) as their web browser home page and are encouraged to utilize the documents, announcements, links, and calendars to remain informed and share information with other staff.

Storing and Transferring Files

If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private data under the MGDPA or other law, you must check with the City Administrator or applicable BPU Department Head (for BPU employees only) before deleting or releasing the information or file in question. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact IT staff.

Employees must adhere to these guidelines when transferring and storing electronic files:

- All electronic files should be stored on network drives or approved web or cloud-based storage locations. IT staff will not back up documents stored on local computer hard drives and hold no responsibility for recovery of documents on local computer hard drives should they fail. Subject to the provisions of this policy, files may be temporarily stored on a mobile device when an employee is offsite; however, the files should be copied to an

approved storage location when possible.

- Electronic files created on an employee's personal device or computer must not be transferred to the City's network. City-related files should not be created or stored on an employee's personal device or computer.
- All removable storage media (e.g., CDs, flash or USB drive, or other storage media) must be verified to be virus-free utilizing an IT approved process before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network or other approved location for storage.
- Email that is simple correspondence and not an official record of City business should be deleted when no longer needed.
- Electronic files or emails that contain nonpublic, private, or confidential data should be stored in a location on the City's network that is properly secured.

Any files containing nonpublic, private, or confidential data should not be stored anywhere other than the City's network or other approved location. Employees must obtain the prior approval of the Department Head before taking any file containing nonpublic, private, or confidential data offsite.

Personal Devices

Employees with prior approval may choose to use their own equipment to read or compose email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City's email system, their personal devices could be searched during an e-discovery or other court-ordered scenarios and agree to grant access to their personal devices should such a situation arise.

Passwords

Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must meet minimum complexity requirements designated by IT staff. Employees must change passwords when prompted or as scheduled by IT Staff.
- Multi-factor authentication methods should be used when available for

web/cloud-based applications. Multi-factor authentication is an additional layer of security beyond just a username/password and generally requires a code or acknowledgement on a physical device or a code sent by a separate means of communication.

- Passwords should not be shared with anyone including other staff. If it is necessary to access an employee's computer when they are absent, contact your supervisor; IT staff will not provide access to staff accounts without prior approval.
- Passwords should not be stored in any location on or near the computer or stored electronically such as in a cell phone or other mobile device unless properly secured.

Computers and other devices should not be left unattended while a user is logged in- either lock the computer when away (Win+L or Ctrl+Alt+Del) or use a timed screen saver that will require a password to unlock upon return.

Network Access

Non-City-owned computer equipment used in City buildings should only use the public wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City's computer network wirelessly or via a network cable.

Exceptions may be granted by IT staff.

Personal computer equipment may not be connected to the City's network without prior approval of the IT staff. Personal equipment may be subject to password requirements or other electronic security measures as determined by IT staff.

Staff shall not attempt to circumvent or disable firewalls, anti-virus/anti-malware software, software updates and patches, network/computer security settings, or any other measures put in place to protect the network. If access to necessary resources is obstructed, notify supervisor and/or IT staff to explore options.

Remote Access to the Network

Examples of remote access include, but are not limited to: Virtual Private Network (VPN), TeamViewer, and Windows Remote Desktop connections. While remotely connected to City computer resources, all aspects of this Technology Use Policy will apply, including the following:

- Telework opportunities and remote access to the City's network requires a

job specific reason and/or a request from a supervisor to the City Administrator. Remote access privileges may be revoked at any time by an employee's supervisor, Department Head, the City Administrator or IT staff.

- If remote access is from a non-City-owned computer, updated security software (anti-virus and anti-malware) must be installed and operational, and all critical operating system updates must be installed prior to connecting. Failure to comply could result in the termination of remote access privileges.
- Remote access/assistance from third parties is not allowed without prior approval from IT staff. When remote access/assistance from a third party is granted, their activities must be monitored by City Staff.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing a City's cellular data connection to access the internet.
- Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections that are not secure could pose a security risk if used to transmit passwords or private data. Unsecure wireless connections may include cellular networks and wireless access points unless proper security protocols are in place.

Security Compromise

If a virus or malware is suspected on any City device, IT staff must be notified immediately. Any other indications of computer or network security compromise must be reported to IT staff immediately.

Internet

The internet is available to employees for research, education, and communication directly related to the mission, charter, and tasks of the City. Users must honor copyright laws regarding protected commercial software and intellectual property. Users accessing the internet through the City's computers and related equipment should minimize unnecessary network traffic that might interfere with the ability of others to make effective use of this shared network resource. Users are also responsible for adhering to City standards when browsing the internet. Failure to adhere to City standards puts the City and the individual at risk or legal or financial liabilities, potential embarrassment, and other consequences, including immediate termination of employment and other disciplinary actions. The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Approved web browsers include Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome. Usage of other browsers requires prior authorization from IT staff.
- Browsing history including cookies, passwords, and temporary files should be cleared from web browsers frequently or set to automatic delete.
- Limited personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- City data should not be stored in any web or cloud-based application that has not been provided or approved by IT staff.
- If an employee's use of the internet is compromising the integrity of the City's network, IT staff may temporarily restrict that employee's access to the internet. If IT staff does restrict access, they will notify the employee and the employee's supervisor as soon as possible, and work with the employee and supervisor to rectify the situation.
- Social media use on City owned computers should be limited to maintaining the City's social media presence. Personal use of social media on City owned computers is discouraged.
- Peer-to-peer software/applications are not permitted.
- All staff internet use must comply with all applicable provisions of this policy, all other applicable City policies, and all applicable law.

The City may monitor or restrict any employee's use of the internet without prior notice, as deemed appropriate by the employee's supervisor, the City Administrator, or IT staff.

Personal Social Networking on City-Owned Devices

Employees should not use City-owned devices to post to personal sites, including social networking sites. Employees' personal use of City-owned devices should be minimal and must not interfere with their work duties. All personal social networking and other personal use of the City-owned devices must comply with the terms of this policy.

Personal Social Networking While Off Duty and the City's Responsibility

The City of Brainerd has a duty to protect the reputation of the organization and its employees as well as guard against any liability and potential legal risk regardless of when and where social networking activity occurs. 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 (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. With this in mind, employees must use social media (Facebook, X (Twitter), blogs, YouTube, etc.) in a manner that follows the following guidelines:

- Individuals should exercise caution and good judgment when social networking.
- Individuals shall not represent that they are speaking or acting on behalf of the City or presenting any interests of the City.
- Individuals are not permitted to display the City of Brainerd logo on any part of their online profiles.
- Individuals never have the right to post non-public, private, or confidential data, such as information related to co-workers personnel data, medical information, or claims or lawsuits against the City, without obtaining the express written consent of the data subject and/or City Administrator as appropriate.
- Individuals who use personal social media accounts are not immune from the law. In general, all users of social networking should be aware that the content of these social networking sites can be subpoenaed and used in criminal and civil trials.
- Individuals need to be aware that they have no reasonable expectation of privacy when social networking and use of personal social media accounts are subject to all pertinent City policies, as well as local, state and federal laws.
- The City of Brainerd 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. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.

- 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., Brainerd Cop).
- 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.

ARTICLE 32. SOCIAL MEDIA POLICY

The City has adopted a Social Media Policy, separate from the Employee Policy Manual. The Social Media Policy describes the rules and procedures for the administration of City social media accounts. Copies can be obtained from the Human Resources Department.

ARTICLE 33. TELECOMMUTING/REMOTE WORK POLICY

The City has adopted a Telecommuting/Remote Work Policy, separate from the Employee Policy Manual. The Telecommuting/Remote Work Policy describes the situations in which qualifying employees may be allowed to work from home and the conditions on any opportunity to work from home afforded to any employee. Copies can be obtained from the Human Resources Department.

ARTICLE 34. QUESTIONS OR CONCERNS

All employees are required to be familiar with, and abide by, the terms of these policies. Department Heads and the Human Resource Director are ready to answer questions, or to further explain and obtain information about any phase of this manual which is not clear. All employees should feel free to ask questions of their Department Head, the Human Resource Director, and the City Administrator.

Reviewed and adopted by the City Council

Date:

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the City of Brainerd Personnel Policy. I understand that this document contains important information regarding the City's general personnel policies and my privileges and obligations as an employee. I will familiarize myself with the personnel policy and I understand that I am governed by its contents. I further understand that the personnel policy is not an employment contract and that the City may change, rescind or add to any policies, benefits, or practices at its sole discretion with or without prior notice.

Employee Signature

Date

Employee Printed Name

Department

EXHIBIT A

HEALTHCARE INSURANCE PREMIUM CONTRIBUTIONS

- CITY ADMINISTRATOR, DEPARTMENT HEADS, AND SUPERVISORS:

The following premium splits and Employer HSA contributions will be effective for our 2025 High Deductible Health Plan Smart Plan options:

Smart Plan #1 - \$1,650	<u>2025</u>
<u>% of Contribution to Monthly Premium</u>	
<u>Employer</u>	
Single	95%
Family	80%
<u>Employee</u>	
Single	5%
Family	20%
HSA Annual Contribution	
<u>Employer</u>	
Single	\$1,000
Family	\$1,500

Smart Plan #3 - \$3,300	<u>2025</u>
<u>% of Contribution to Monthly Premium</u>	
<u>Employer</u>	
Single	95%
Family	80%
<u>Employee</u>	
Single	5%
Family	20%
HSA Annual Contribution	
<u>Employer</u>	
Single	\$2,000
Family	\$2,500

Smart Plan #7 - \$6,300 **2025****% of Contribution to Monthly Premium****Employer**

Single	97%
Family	85%

Employee

Single	3%
Family	15%

HSA Annual Contribution**Employer**

Single	\$2,250
Family	\$2,750

Smart Plan #8 - \$8,300 **2025****% of Contribution to Monthly Premium****Employer**

Single	100%
Family	90%

Employee

Single	0%
Family	10%

HSA Annual Contribution**Employer**

Single	\$2,500
Family	\$3,000

All plans are automatically indexed annually.

- All additional employer HSA contributions amounts noted above will be pro-rated based on a monthly contribution.
- The City will provide an Opt-Out Option for eligible employees in lieu of the city's health insurance for 2024. If the eligible employee elects the Opt-Out payment for 2024, the monthly Opt-out taxable payment will be \$400 per month.
- The base City health insurance plan for union contract comparison is Smart Plan No. 3 (\$3,300 High Deductible Health Insurance Plan for 2025).

ELECTED OFFICIALS/BRAINERD PUBLIC UTILITIES (BPU) COMMISSIONERS:

- o Health insurance options for this group includes the following City contributions for the City-sponsored base health insurance plan (Smart Plan No. 3 - \$3,300 Deductible Plan for 2025):
 - 100% of the premium if single health coverage is elected.
 - 80% of the premium if family health coverage is elected.
- If a member of this group elects a different health plan, the individual will pay the premium difference based on the premium split for the base plan as set forth in the previous bullet.
- o If someone is covered by a different group plan and is eligible to receive the City's Opt-Out payment, individuals in this group can elect to receive \$250 per month as taxable income in lieu of the health insurance benefit.

The City's contribution for all other employees is set in the applicable collective bargaining agreement and/or Council resolutions.

The City provides insurance coverage for former City employees including retirees on a self-pay basis pursuant to state law. Please refer to your Group Insurance Plan booklet for a complete description of benefits.

EXHIBIT B

LONG-TERM DISABILITY COVERAGE AND LIFE INSURANCE

- I. **Long-Term Disability Coverage.** Should an employee become disabled as a result of a non-occupational injury or illness, the City will provide long-term disability coverage to cover 50% of your gross monthly income to a maximum of \$7,084 per month. This plan takes effect the 1st day of the month coincident with or next following six months of continuous employment.
- II. **Face Amount of Life Insurance for Certain Employees and Elected Officials.** Consistent with the Policy Manual, the City will provide life insurance coverage to elected officials, Department Heads, Division Managers, and non-union supervisors in the following amounts: Mayor, City Council and Public Utilities Commission \$50,000; City Administrator, Department Heads and Division Managers \$100,000; Non-union supervisors \$50,000.

Employees should review the applicable Summary Plan Descriptions for additional details for said policies.

EXHIBIT C

MINNESOTA HEALTH CARE SAVINGS PLAN CONTRIBUTIONS

All funds collected by the City on behalf of the employee for purposes of contributing to the Minnesota Health Care Savings Plan will be deposited into the employee's individual health care savings plan account as follows:

1. City Administrator, Department Heads and Division Managers:
 - a) Employees eligible for severance pay as outlined in ARTICLE 13 of the City Employee Policy Manual will contribute 100% of their severance pay into the Plan.
 - b) Employees with 0 to 4 years of service will contribute 1% of gross pay each payroll period.
Employees with 5 to 9 years of service will contribute 1.5% of gross pay each payroll period.
Employees with 10 to 14 years of service will contribute 2% of gross pay each payroll period.
Employees with 15 to 19 years of service will contribute 3% of gross pay each payroll period.
Employees with 20 or more years of service will contribute 5% of gross pay each payroll period.
 - c) 50% of sick leave and ESST accrual over 960 hours, will on a calendar year basis, be paid by the Employer into the employee's health care savings plan. It is understood that any sick leave used throughout the year will be deducted from the 960-hour balance and that the employee must then earn back to the 960 hours before any hours are accumulated for purposes of the Health Care Savings Plan contribution.
 - d) 100% of accumulated vacation at retirement will be paid into the Plan.
2. Non-Contract Supervisors:
 - a) Employees eligible for severance pay as outlined in ARTICLE 13 of the City Employee Policy Manual and have 25 years or more of service, will contribute 100% of their severance pay into the Plan.
 - b) Employees with 0 to 10 years of service will contribute 1% of gross

pay each payroll period.

Employees with 10 to 15 years of service will contribute 2% of gross pay each payroll period.

Employees with 15 – 20 years of service will contribute 3% of gross pay each payroll period.

Employees with 20 - 25 years of service will contribute 4% of gross pay each payroll period.

Employees with 25+ years of service will contribute 5% of gross pay each payroll period.

- c) 50% of sick leave and ESST accrual over 960 hours, will on a calendar year basis, be paid by the Employer into the employee's post-employment health care savings plan. It is understood that any sick leave used throughout the year will be deducted from the 960-hour balance and that the employee must then earn back to the 960 hours before any hours are accumulated for purposes of the Post Employment Health Care Plan contribution.
- d) 100% of accumulated vacation at retirement will be paid into the Plan.

EXHIBIT D

Earned Sick and Safe Time Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is a calendar year.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- 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.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive scheduled days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform your supervisor by phone or email as far in advance as possible, preferably at least seven (7)

calendar days in advance., In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at <http://www.sickleave.mn.gov/>.

EXHIBIT E

Nursing Mothers, Lactating Employees, and Pregnancy Accommodations employee notice

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

Adopted: ~~January 2, 2024~~

Employee Policy Manual

City of Brainerd

Commented [KS1]: This date will be corrected to reflect when approved by the City Council.

TABLE OF CONTENTS

Page No.

ARTICLE 1 - PURPOSE	2
ARTICLE 2 - SCOPE OF POLICY	3
ARTICLE 3 - INTERPRETATION.....	3
ARTICLE 4 - IMPLEMENTATION OF POLICY	4
ARTICLE 5 - GENERAL INFORMATION.....	4
ARTICLE 6 - APPOINTMENTS AND PROMOTION	19
ARTICLE 7 - SALARY ADMINISTRATION PLAN	22
ARTICLE 8 - PROBATIONARY PERIOD	23
ARTICLE 9 - HOURS OF WORK.....	25
ARTICLE 10 - OVERTIME HOURS	27
ARTICLE 11 - PERSONNEL/PAYROLL	29
ARTICLE 12 - SEPARATION FROM EMPLOYMENT	30
ARTICLE 13 - RETIREMENT AND SEVERANCE PAY	31
ARTICLE 14 - MEAL AND COFFEE BREAKS.....	31
ARTICLE 15 - HOLIDAYS.....	32
ARTICLE 16 - REGULAR VACATION	33
ARTICLE 17 - EMPLOYEE LEAVES	35
ARTICLE 18 - EMPLOYEE INSURANCE	49
ARTICLE 19 - HEALTH CARE SAVINGS PLAN.....	51
ARTICLE 20 - CAFETERIA PLAN.....	51
ARTICLE 21 - EDUCATION, TRAINING AND DEVELOPMENT	51
ARTICLE 22 - EMPLOYMENT RELATED REIMBURSEMENTS.....	57
ARTICLE 23 - DRUG-FREE WORKPLACE/DRUG & ALCOHOL POLICIES	64
ARTICLE 24 - EMPLOYEE SAFETY MANUAL	67
ARTICLE 25 - POLITICAL ACTIVITY.....	67
ARTICLE 26 - HARASSMENT	67
ARTICLE 27 - GRIEVANCES	73
ARTICLE 28 - DISCIPLINE AND DISCHARGE	73
ARTICLE 29 - ACCIDENT PROCEDURES	77
ARTICLE 30 - STATEMENT OF POLICIES & PROCEDURES RE: REIMBURSEMENT OF COSTS AND ATTORNEY FEES	79
ARTICLE 31 - TECHNOLOGY USE	79
ARTICLE 32 - SOCIAL MEDIA POLICY.....	91
ARTICLE 33 - TELECOMMUTING/REMOTE WORK POLICY	91
ARTICLE 34 - QUESTIONS OR CONCERNS	91
ACKNOWLEDGMENT PAGE	92
EXHIBIT A – HEALTHCARE INSURANCE PREMIUM CONTRIBUTIONS	93
EXHIBIT B – LONG-TERM DISABILITY COVERAGE & LIFE INSURANCE	96
EXHIBIT C – MN HEALTH CARE SAVINGS PLAN CONTRIBUTIONS	97
EXHIBIT D – EARNED SICK AND SAFE TIME EMPLOYEE NOTICE	99
EXHIBIT E – NURSING MOTHERS, LACTATING EMPLOYEES AND PREGNANCY ACCOMMODATIONS EMPLOYEE NOTICE	101

Commented [KS2]: This will be updated when the EPM is finalized.

ARTICLE 1. PURPOSE

Section 1.01 Policy Statement

The City Council of the City of Brainerd ("City") deems it advisable to establish a policy governing the relationship between the employees and the City, and to provide procedures for its administration. In the formation of this policy, the Council recognized that the City is a political subdivision of the State of Minnesota and the Employee Policy Manual must conform to applicable law. Within this framework, the Council can establish governing principles upon which a progressive, comprehensive and efficient program of employee relations may be based.

Section 1.02 General

The purpose of this manual is to help you to better understand the policies and procedures which affect and guide your employment with the City of Brainerd. These policies are not and cannot be construed as contract terms, a guarantee of continued employment, or terms and conditions of employment. This manual replaces, revokes, and supersedes any previous personnel policies, interpretations, and practices. This manual is only valid until amended or replaced by the City Council.

This manual is not intended to cover all circumstances that might arise. Employees should become thoroughly familiar with the provisions of this manual within ten (10) business days of their receipt of this manual. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is "at-will" employment, meaning that such employment may be terminated by the employee or the City at any time, for any legal reason or no reason at all.

Section 1.03 Amendment to Policy

The City reserves the right to modify, revoke, suspend, or change the language of this personnel policy handbook or any individual policy or policies, in whole or in part, at any time, with or without notice, at the City Council's sole discretion.

Section 1.04 Equal Opportunity and Affirmative Action

The City of Brainerd is an Equal Opportunity Employer. The City will comply with all applicable laws governing equal employment opportunity and affirmative action. This policy extends to all applicants and employees and to all aspects of the employment relationship including, but not limited to, recruiting, hiring, promotion, transfer, and compensation.

Specifically, the City of Brainerd will provide equal employment and advancement opportunity on the basis of merit within the context of its unique business environment and without regard to race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.

The Human Resource Director is the designated Equal Employment Opportunity/Affirmative Action Coordinator who has been charged with ensuring that the City of Brainerd's EEO/AA policies are carried out.

If any employee, or applicant for employment, believes he/she has been discriminated against, please contact the Human Resource Director at 501 Laurel Street, Brainerd, MN 56401 or call (218) 828-2307.

ARTICLE 2. SCOPE OF POLICY

Section 2.01 Personnel Covered

This manual generally applies to all City employees, including probationary employees, appointed officials, and elected officials, except to the extent that this manual conflicts with applicable law or collective bargaining agreements. Certain provisions of this manual may be inapplicable to the following individuals:

- A. All elected officials;
- B. Members of City boards, commissions and committees;
- C. Volunteer personnel and emergency employees;
- D. Consultants and/or contracted personnel.

Section 2.02 Employees Covered by Labor Contracts

All provisions of this policy apply to employees covered by collective bargaining agreements, except when such provisions are in conflict with collective bargaining agreement provisions, in which case, such provisions of the collective bargaining agreement shall control.

ARTICLE 3. INTERPRETATION

The purpose of this manual is to provide a basis for the safe, orderly, and disciplined employment environment. This policy is intended to promote knowledge of what is expected of personnel generally, which should result in a greater degree of self-assurance in all positions. In relationships between positions, it should be each City

employee's individual aim to build mutual respect and confidence which is essential to local government service.

To the extent that any federal, state, or local law, ordinance, rule, or regulation conflicts with any policy or policies herein, the applicable law, ordinance, rule, or regulation shall control. To the extent that any federal, state, or local law, ordinance, rule, or regulation imposes stricter requirements on an area governed by these policies, the applicable law, ordinance, rule, or regulation shall control.

Additional information or clarification as to each ARTICLE of this personnel policy may be obtained from your supervisor, department head or the Human Resources Department. This manual is only a start in our communication network because the City maintains a continuous process of communicating policies and benefits to all staff members. The text of this manual, however, takes precedence over and controls any inconsistent communication from any City employee or elected official.

This manual summarizes the various policies and benefits currently provided by the City. Nothing contained in this personnel policy or in any other City document, and nothing said or done by a City employee, is, or can be construed as an employment contract between the City and an employee, as a guarantee of continued employment, or terms and conditions of employment. The City and the employee both have the right to terminate the employment relationship at any time, for any legal reason or no reason at all. Except as modified by an individual contract or a collective bargaining agreement, all employment with the City is "at-will" employment.

ARTICLE 4. IMPLEMENTATION OF THIS POLICY

It is the responsibility of all Department Heads and Supervisors to ensure implementation of this policy. Failure of any employee to perform in a manner consistent with this policy, State or federal Law will be grounds for discipline, up to and including immediate termination.

The City Administrator is hereby given authority for the administration of the policies contained in this manual, as directed by the City Council.

ARTICLE 5. GENERAL INFORMATION

Section 5.01 Data Practices Advisory

In accordance with the Minnesota Government Data Practices Act ("MGDPA"), the City is required to inform employees of their rights as they pertain to any private information that the City collects from them. During the course of City employment, an employee will likely be asked to provide information which is classified by state law as either private or

confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Much of the data the City has about individual employees, however, is classified as public according to Minnesota Statutes, ARTICLE 13.43, Sections 2 and 3 (as amended). Consistent with the relevant provisions of the MGDPA, all public data is available for inspection and copying by members of the public, with or without the employee's consent.

Information about employees requested by the City may be used for the following purposes: (1) to process payroll, including accounting for wages and fringe benefits and to justify any reimbursed expenses; (2) enroll in benefit programs and pension plans; (3) evaluate the employee's job performance, eligibility and abilities; (4) distinguish the employee from other applicants and employees and identify the employee in the correct personnel file; (5) determine the employee's eligibility for employment or promotion, and make employment decisions about the employee's performance; (6) contact the employee or other significant persons in case of an emergency; (7) compile equal opportunity and any affirmative action reports required by applicable law; (8) make decisions regarding the employee's eligibility for sick leave, family and medical leave, parenting leave, and other available leave; (9) make decisions regarding the employee's eligibility for workplace accommodations, including accommodations for disabilities; (10) comply with workers compensation requirements in the event of an injury; and (11) provide information during workplace investigations. Such information may also be used and disclosed for other purposes consistent with applicable law. The information provided by the employee may be used in performance evaluations, determinations regarding merit pay, applications for different employment positions, and other matters which involve a review of the employee's personnel file and past performance.

Unless the employee is told otherwise, the employee is required to provide this information. If the employee refuses to supply the information, the employee may face disciplinary action. Any information which the employee is required to provide cannot be used against the employee in a criminal proceeding. Even if the employee is not required to provide information, it is generally to the employee's best interest to provide it. Without the requested information, the City may not be able to determine the employee's eligibility for employment opportunities, compute wages, or grant the employee other benefits. The employee's refusal to provide information during an employment investigation may also necessitate that the investigation be completed without his or her input.

Federal law permits government agencies to require individuals to provide their social security number for the administration of any tax. Please be aware that when an employee is asked to give his or her social security number on revenue forms, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Services, and security tax programs. In most other cases, the disclosure of an employee's social security number is voluntary.

Any information an employee is asked to provide may be shared with individuals within the City whose job duties reasonably require access, as well as individuals outside of the City whose duties require access, such as insurance vendors, consultants, attorneys, and retirement plan employees. Information may also be shared with other agencies authorized by law to receive specific data.

If litigation arises, some or all information may be provided in documents filed with the court which are available to any member of the public. If it is reasonably necessary to discuss the information at an open City Council meeting, some or all data may be available to members of the public. To the extent that some or all of the information is part of the basis for a final decision on disciplinary action, that information may become public, as provided in Minnesota Statutes, ARTICLE 13.43 (as amended).

Section 5.02 Conduct as a City Employee

A. Scope of Policy

It is the policy of the City of Brainerd to maintain a respectful work and public service environment free from violence, discrimination, and offensive or degrading remarks or conduct. Preserving a respectful environment in which to work is the shared responsibility of both management and employees. Inappropriate conduct or communication can interfere with an individual's employment or use of public services, or create an intimidating, hostile or offensive work environment. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, which may include dismissal from employment.

This policy governs the conduct of all City employees, including; union, non-union, supervisory, non-supervisory, managerial, full-time, part-time and temporary employees; and members of City boards and commissions. This policy is also applicable to City elected officials.

In addition, employees are also expected to comply with ARTICLE 26 of this Manual, which prohibits harassment and inappropriate conduct.

B. Definitions of Prohibited Behaviors

Violent behavior includes the use or threat of physical force, harassment, or intimidation, or abuse of power or authority when the impact is to control others by causing pain, fear or hurt.

Discriminatory behavior includes inappropriate remarks about or conduct related to an individual's race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation (including gender identify and expression), status with regard to public assistance, or any other characteristic protected by state or federal law, including behavior specifically prohibited by ARTICLE 26 of these policies.

Offensive behavior may include, but is not limited to, such work-related actions as rudeness, exclusionary behavior, creating or displaying graphics depicting co-workers or customers inappropriately, angry outbursts, inappropriate joking, vulgar obscenities, name calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.

C. Expected Conduct of City Employees

1. City Employee Conduct in General

Employees of the City shall conduct themselves as professional representatives of the City at all times while on duty or on the employer's premises, and that employees will represent the City in such a manner as to reflect most favorably on the City. Conduct unbecoming a City employee shall include any conduct that tends to bring the City into disrepute or reflects discredit on the person as an employee of the City, or that which tends to impair the functioning of an employee, a department, or the City.

Your conduct as a City employee is an extremely important part of your job. You are a representative of our City, and as such, the way you perform your job and your neat and clean appearance reflects upon our entire organization. Your willingness to assist people, to courteously and accurately respond to their questions or complaints, and to refer them to the proper source when you are unable to solve their problems, are all important facets of your position with the City and impact upon each member of our staff.

2. Conduct in Dealing with the Public

a. Expected Public Interaction.

While representing the City, employees shall be professional and courteous to all members of the public and City customers. They shall be tactful in the performance of their duties, control their tempers and exercise the utmost patience and discretion. They shall not engage in argumentative discussions, even in the face of extreme provocation. They shall not use coarse, violent, profane or insolent language or gestures, and shall not express any prejudice concerning race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color,

religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law, or other personal characteristics.

b. Interaction with an Abusive Customer.

In the event a member of the public or City customer becomes abusive on the phone or in person, employees should refrain from escalating the situation and if possible, employ tactics to defuse the situation, e.g. lower the voice, ask the person to sit down. If the situation doesn't improve, the employee can refer the person to a supervisor or request that a police officer be called to the scene. Employees are not required to continue telephone or in-person conversations in which the caller uses profanity or threats. In those situations, the employee should refer the call to a supervisor or inform the caller, as courteously as possible, that the employee is hanging up and will talk with the caller after the caller has calmed down.

c. Media Requests

Requests for data must be directed to the designated responsible authority. Requests for information outside of the scope of an individual's job duties must be routed to the appropriate department head.

Any employee who identifies a mistake in a communication by the City should bring the error to the City Administrator. 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 data privacy, trademark, copyright, software use, and other laws governing the employee's communication.

Except for routine events and basic information readily available to the public (e.g., dates and locations of City Council meetings or City-sponsored events), all requests for interviews or information from the media must be routed through the City Administrator. No 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 may 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, or designee.

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

- Identify themselves as representing the City. Account names on social media sites must be clearly connected to the City and approved by the City Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: For example, the employee could state that, “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 Gregory 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 review the City’s Social Media Policy, separate from this policy manual, and 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.

d. Personal Communications and Use of Social Media

It is important for 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 (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability,

status with regard to public assistance, or any other characteristic protected by state or federal law.

Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. The following guidelines apply to personal communications, including various forms such as social media (Facebook; X, formerly known as 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, 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.
- While representing the City or working on behalf of the City, regardless of the location or event at which the work is taking place, all employees are expected 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. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission.
- If you publish something related to city 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 Brainerd."
- 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 is not permitted to 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 for personal purposes even though he or she may have a key; a clerk, during work hours 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., (Brainerd Cop).

3. Conduct Between Employees

a. Expectations of Cooperation and Respect

Employees shall cooperate with and be courteous to co-workers at all levels. While everyone is entitled to their feelings, they are not entitled to act on their feelings inappropriately in the workplace. Employees shall control their tempers and refrain from behaviors that are hostile, offensive, intimidating, degrading, or exploitative. Inappropriate displays include, but are not limited to: slamming doors, pounding tables, kicking furniture, unwanted physical contact of any nature, making threats, berating or belittling others, speaking in raised voices, using coarse, violent or profane language or gestures, refusing to speak or respond when spoken to, and refusing to provide assistance when requested.

Employees shall treat each other with respect. They shall refrain from making remarks about or using nicknames for other employees that are disparaging or based on a personal characteristic; producing cartoons or other graphics displaying other employees in an unfavorable light; communicating threatening or disparaging remarks via any medium (voice, e-mail, notes, etc.); engaging in unwanted horseplay or practical jokes; failing to relay written, verbal or telephone messages; unwanted, unwarranted physical contact of any nature, including "roughhousing" such as punching in the arm, pinching, arm twisting, etc., and other, similar unwanted conduct.

b. Workplace Violence

The City is committed to creating and maintaining a workplace that is free from violence. Employees are strictly prohibited from engaging in any threatening or violent behavior while on City premises, while operating vehicles for work related reasons, while engaged in City business off premises, while at any City sponsored activity, or while otherwise representing the City.

Specific examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive conduct directed toward another individual.
- Threatening an individual or his/ her family, friends, associates, or property with physical harm.

- The intentional destruction or threat of destruction of City property or another's property.
- Harassing or threatening phone calls, letters, or e-mails.
- Surveillance or stalking.
- Veiled threats of physical harm or similar intimidation.

Employees have a responsibility to help keep the municipal buildings safe and free of violence. Employees should inform their supervisor of any workplace situations that violate this policy, even if the threat is presented as "only a joke". Supervisors are responsible for taking immediate steps to avoid workplace violence from occurring and subsequently report such information to City Administration. Any employee who engages in threatening behavior or acts of violence will be subject to disciplinary action up to and including termination.

For purposes of this policy, the term "workplace violence" does not include actions by law enforcement officers taken in the course of their employment with the City and consistent with applicable law and City policy regarding use of force and law enforcement activities.

D. Reporting Inappropriate Workplace Behavior

Any employee who feels he or she is being subjected to behaviors in violation of this Policy and any employee who witnesses or becomes aware of such conduct, should take the following steps:

1. If possible, politely but firmly tell the person who is behaving inappropriately that you are uncomfortable with or offended by the behavior and ask them to stop.
2. Document in writing for personal reference that describes the inappropriate behavior, the date the inappropriate behavior occurred, how it made you feel, what you did, how the offending party responded, and the names and titles of any witnesses.
3. If confronting the offending party is not practical or possible, or if the person refuses to discontinue the inappropriate behavior, the employee should, adhering to the chain of command, contact someone on the list below verbally or in writing:
 - a. The employee's immediate supervisor
 - b. The employee's department head
 - c. The Human Resource Director
 - d. The City Administrator

Reports of conduct by the Human Resource Director or the City Administrator may be made to the Mayor or the Personnel Committee of the City Council.

When making a report, the complaining party should be prepared to provide the following information:

1. The complainant's name, department and position title.
2. The name, department, and position title of the offending party, if known.
3. The specific facts of the allegedly inappropriate behavior, how long it has allegedly gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) that was supposedly taken against the employee who is filing the complaint.
4. Names of witnesses, if any, to the allegedly inappropriate behavior.
5. Whether the complainant has previously reported the allegedly inappropriate behavior and, if so, to whom.

E. Investigating Complaints of Inappropriate Conduct

The Human Resource Director, the City Administrator, or designee of the City Administrator or Human Resources Director, shall investigate complaints of inappropriate workplace conduct.

The determination of whether inappropriate workplace conduct has occurred will be made on a case-by-case basis. Disciplinary action will also be determined on a case-by-case basis in accordance with these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

Employees who are found to have filed bad faith complaints of inappropriate workplace conduct may be subject to disciplinary action as described in the preceding paragraph.

F. Consequences of Engaging in Inappropriate Workplace Conduct

Employees who are found to engage in inappropriate workplace conduct may be subject to disciplinary action, up to and including immediate termination, subject only to applicable law, the provisions of these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

Supervisors are required to deal swiftly and vigorously with employees who treat others disrespectfully. Any supervisor who condones or allows inappropriate workplace conduct or fails or refuses to respond appropriately to complaints of inappropriate workplace conduct, may be subject to disciplinary action as described in the preceding paragraph, whether or not the supervisor actually engaged in inappropriate workplace conduct.

G. Retaliation for Complaints of Inappropriate Workplace Conduct

All employees are prohibited from retaliating or threatening to retaliate against anyone who complains of inappropriate workplace conduct. Any employee found to engage in retaliatory actions is subject to discipline, up to and including immediate termination, subject only to applicable law, the provisions of these policies, applicable policies of the Police and Fire Departments, and applicable collective bargaining agreements.

H. Relationship of Code of Conduct to Harassment Policy.

This policy supplements and does not replace the City's policies prohibiting discrimination, harassment in the workplace, and workplace violence.

Section 5.03 Gifts and Endorsements

No employee shall directly or indirectly solicit, receive, or agree to receive any compensation, "tip," gift, reward, gratuity, payment of expense, or promise of future employment or other future benefit from any source except the City, for any matter or proceeding connected with or related to the duties of the employee. Notwithstanding the above rule, employees may only accept gifts that are specifically allowed by State statute.

Employees and elected officials qualifying as "local officials" pursuant to M.S. 471.895 (as amended) must comply with the terms of that statute.

Section 5.04 Solicitations

The City does not allow outside solicitations to take place on City time or property. If you are asked to purchase goods, contribute funds, etc. while on City premises, please notify your supervisor immediately.

Section 5.05 Conflicts of Interest

No City employee shall engage in any act which is in conflict, or creates an appearance of impropriety or conflict, with the performance of official duties. When an employee believes the potential for a conflict of interest exists, it is the employee's responsibility to avoid the situation. Employees must notify their supervisor if a conflict of interest or perception of a conflict-of-interest situation exists or may exist. Employees who knowingly fail to avoid or disclose a potential, perceived or actual conflict of interest situation are subject to disciplinary action in addition to any criminal penalty that may be involved. An employee shall be deemed to have a conflict if the employee:

- A. Has any financial interest in any sale to the City of any goods or services;
- B. Engages in conduct that violates Section 5.03 (Gifts and Endorsements) of this ARTICLE;

- C. Participates in his/her capacity as a City employee in the issuing of a purchase order or contract in which he/she has a private financial interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the City; or
- D. Engages in, accepts employment from, or renders services for private interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above.

An employee should not make a unilateral decision if there is any doubt about his/her private employment. The City Administrator or Human Resource Director should be consulted.

No employee shall, directly or indirectly, give or receive, or agree to give or receive any compensation, gift, reward, commission or gratuity from any source except the City for any matter directly connected with or related to his official services as such employee with this City except as provided in Section 5.05, subpart B above.

- E. Discloses or uses without authorization from the City Administrator private, confidential, or other non-public information to further the employee's private interest, or accepts outside employment or involvement in a business activity that will require the employee to disclose or use such information.
- F. Has a financial interest or personal interest in any legislation or decision coming before the City Council and participates in discussion with or gives an official opinion to the City Council unless the employee discloses on the record of the Council the nature and extent of such interest.

Section 5.06 Outside Employment

Employees may not engage in outside employment which might in any way hinder their objective and impartial performance of their public duties, be incompatible with their City employment, or impair their efficiency on the job. Individuals employed by the City of Brainerd must regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's Department Head. If a potential conflict exists based on this policy or any other consideration, the Department Head will consult with the City Administrator and Finance Director. 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.

Outside work shall be regarded as secondary to regular City employment and shall not interfere with the availability of employees for regularly scheduled work, emergency, or on-call duties. The City's Workers Compensation insurance does not cover any individual injured in the course of outside employment.

Section 5.07 Incompatible Activities

As a City employee, you have a responsibility to uphold a high standard of honesty and integrity.

You may not engage in any activities which are inconsistent, incompatible or in conflict with the duties of your position. These incompatible activities include activities such as using your position or City resources for personal gain or advantage, accepting money or gifts for performing your duties as a City employee, or engaging in activities which impair your attendance or efficiency in the performance of your duties. If an employee has any question as to whether an activity is "incompatible" with his or her work for the City, the employee must ask his or her department head or, if the employee is a department head, the City Administrator for clarification.

Section 5.08 Use of City Vehicles, Facilities and Equipment

No employee of the City shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for: unauthorized personal convenience, for profit, for private use, or as part of secondary employment, or any other use not in the interest of the City, except as provided by law. Use of such City property is to be restricted to such services as are available to the City generally and for the conduct of official City business.

Employees are responsible for appropriate use of time, telephones, cellular telephones, computers, printers, paper, pens, stationery, facsimile machines, and pages. They are expected to adhere to the highest ethical standards when conducting City business and to follow these policies.

Management personnel are responsible for ensuring the appropriate use of all City property, including e-mail and internet access through training, supervising, coaching and taking disciplinary action, when necessary.

Employees who are required to take a City vehicle or equipment home due to the nature of their work for the City, shall do so only with the approval of the City Administrator and in accordance with IRS reporting requirements, and applicable law. City vehicles shall be allowed to leave the City limits (or service area for Fire Department, Police, and BPU vehicles) only while on official City business.

City employees shall have no expectation of privacy in any property or equipment of the City, including, but not limited to, offices, cubicles, desks, files, vehicles, filing cabinets, voice mail, text messages on City paid cellular telephones, PDAs, computers, laptops, mass storage devices, e-mails, electronic media or devices of any kind, or any other type of equipment, property, or space provided by the City. Except when accessed by the police department for law enforcement purposes, any such property or equipment may be accessed, monitored, or searched by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion.

Staff members shall operate City vehicles in a careful and prudent manner and shall obey all state and federal laws and all City orders pertaining to such operation. Staff members shall set a proper example for others when operating City vehicles.

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.

To the extent allowed by law, the HR Department 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 Department Head and the HR Director or their designee on the first workday after any temporary, pending or permanent action is taken on their license, and in any event before operating a City vehicle, and to keep their Department Head and HR Director informed of any changes thereafter. The City will determine appropriate action on a case-by-case basis.

The City Council approved the following policy regarding vehicle use. The intent of this policy is to ensure appropriate use of City vehicles and rolling stock by City employees while working on City business or as a representative of the City and to ensure a clear understanding thereof.

- A. To the extent feasible, City employees should use a City-owned vehicle when traveling for City work, including conferences, seminars, and meetings that the employee is attending in his or her role as a City employee.
- B. Conferences, schools, seminars and meetings: ~~For~~ purposes of this policy it is intended that training opportunities during the regular work shift within a 90-mile distance of the work location is considered an acceptable work-related activity in as much as the vehicle will be returned to the work site either during or shortly after the completion of the shift.

Page 17 of 118

- C. Out-of-town and overnight conferences and schools: -To the extent feasible, employees should use an available City-owned vehicle when traveling to overnight conferences, schools, and events. For travel which has a duration of more than one workday in length, the employee may utilize a non-fleet vehicle, if a City-owned vehicle is not available, the use for which will be compensated at the approved rate. Alternatively, upon prior approval of the City Administrator or designee, the employee can utilize an available vehicle if not needed by other staff during the applicable timeframe.
- D. Lunch hours and authorized breaks: -For purposes of this policy when an employee is scheduled to work at a site other than their normal reporting location, and for Police Officers on duty, use of a City vehicle for travel within one mile of the City limits for the purpose of lunch and other authorized breaks shall not be considered personal use.
- E. Overnight use: -It is the intent of this policy that all municipal vehicles will have returned to their designated work location by the end of the work shift unless prior authorization has been received from the employee's Department Head.
- F. Personal use: -Personal use of City vehicles by City employees or elected officials is prohibited without the express written consent of the City Administrator.

Section 5.09 Possession and Use of Dangerous Weapons.

All employees, except sworn employees of the Police Department, are prohibited from carrying or possessing firearms and/or dangerous weapons other than firearms while acting in the course and scope of employment for the City. The possession or carrying of a firearm or dangerous weapon by employees other than sworn Police Officers is prohibited while working on City property or while working in any location on behalf of the City. This includes but is not limited to:

1. Driving on City business;
2. Riding as a passenger in a car or any other type of transit on City business;
3. Working on the City's property, including City Hall or any other City-owned work site;
4. Working off site on behalf of the City;
5. Performing emergency or on-call work after normal business hours and on weekends;
6. Working at private residences and at businesses on behalf of the City;
7. Attending training or conferences on behalf of the City.

Possession or use of a dangerous weapon 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.

For the purposes of this policy, “dangerous 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.

- 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, to the extent required by Minnesota Statutes, section 624.714 (as amended), or other applicable law.
- Possession or use of a dangerous weapon necessary for the performance of duties by sworn Police Department employees.

In addition, the City prohibits the discharge of firearms on City property, except as necessary for the performance of duties by sworn Police Department employees. Any employee in violation of this policy will be subject to disciplinary action, up to and including discharge.

This policy is administered and enforced by the Human Resources Department. Anyone with questions or concerns specific to this policy should contact the Human Resource Director.

ARTICLE 6. APPOINTMENTS AND PROMOTION

Section 6.01 Appointment Procedure

It is the intent of the City of Brainerd to recruit and select qualified candidates for available positions, as it deems necessary. The City is committed to recruitment and selection practices that are based on merit. The recruitment and selection processes will be conducted to ensure an open and competitive process. The City Administrator or a designee will oversee the hiring process for positions within the City. Human Resources staff are responsible for managing the recruitment and selection process including, but not limited to, obtaining authorization to hire, evaluating job descriptions, preparing vacancy announcements, scoring applications, conducting interviews, facilitating background checks, scheduling various assessments and medical examinations, scheduling interviews, and making and withdrawing job offers. 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.

The selection process will be a cooperative effort between the City Administrator, HR Director and the hiring supervisor, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed, as determined by the City at its sole discretion.

When hiring ~~for BPU Department Heads~~ [the Public Utilities Director](#), the City Council will establish a Work Group to oversee the hiring process and up to two representatives from the BPU Commission Personnel Committee will be included in said Work Group.

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.

Every appointment to municipal service shall be recommended by the City Administrator or designee to the Personnel and Finance Committee and approved by the City Council. When required by law or by the City Administrator, merit and fitness shall be ascertained by written, oral or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

For an existing position that becomes vacant and new positions approved as part of the budget, the City Administrator or designee shall inform the City Council of the vacancy to receive the City Council's authorization to begin recruitment and, when complete, to bring a hiring recommendation to the City Council for authorization to hire. Furthermore, when a position has already received approval from the City Council and an offer is made to a candidate who then declines, the Human Resource Director and the department head may use their judgment in reviewing the list of applicants or re-advertising for the same position.

The City Council may, from time to time, provide staff with hiring perimeters. To the extent that the City Council does so, and if said perimeters are followed, the Council may ratify the hiring of an individual after a conditional job offer has been given and the successful completion of pre-employment screening process has been completed.

Unless otherwise required by law or applicable collective bargaining agreement, in no event shall the hiring or continued employment of any person be considered a contractual relationship between the employee and the City. Further, unless otherwise provided, such relationship shall be defined as employment "at-will," which allows either party to dissolve the relationship at any time, for any legal reason or no reason at all. When required by law or requested by the applicable Department Head, merit and fitness shall be ascertained by written, oral or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

Section 6.02 Physical Examination and Background Checks

To the extent authorized or required by law, the City reserves the right to require applicants to complete a pre-employment physical examination by a physician designated by the City as part of the hiring process. Likewise, to the extent authorized by law, the City reserves the right to require employees to complete physical examinations related to their ability to complete the essential functions of their positions. The cost of any such examination shall be paid by the City.

To the extent required or authorized by law, the City reserves the right to require applicants to submit to a background check, including a criminal history background check, as part of the hiring process. Likewise, to the extent authorized by law, the City reserves the right to require internal applicants for promotional positions to submit to a background check, including a criminal history background check, as part of the recruitment and appointment process.

Section 6.03 Promotion from Within

To the extent practical, notice of all new job openings or vacancies shall be posted for at least three (3) working days in an appropriate place. Any employee desiring to apply for such job opening shall do so via the designated application process. If a person other than the Human Resource Director is designated in the job posting, the designated individual shall provide the application to the Human Resource Director within one (1) working day of receipt of the application. The internal recruitment process in no way prohibits the City from seeking and hiring qualified applicants through an external recruitment process. Except as required by the provisions of a collective bargaining agreement, the City reserves the right to recruit external candidates with or without conducting an internal recruitment process and has no obligation to select an internal candidate over an external candidate.

Section 6.04 Acting Department Head Policy

The following provisions shall be followed for appointment of Acting Department Heads:

- A. An employee who is designated to act as a Department Head shall be compensated at the rate of pay of the lowest step on the wage grid for the Department Head position that would represent an increase in pay for the employee of at least 3%.
- B. An employee may be appointed to the position of Acting Department Head upon recommendation of the City Administrator through the Personnel and Finance Committee and final approval of the City Council.

- C. Subject to the provisions of any applicable collective bargaining agreement, upon appointment of a Department Head, the City may return the employee who was Acting Department Head to the position and rate of pay he or she held prior to appointment as Acting Department Head, unless the Acting Department Head is appointed to the Department Head position.
- D. It is understood that the employee appointed as Acting Department Head is receiving additional compensation as per the terms of this policy and that no additional compensation will be made if or when the employee returns to his/her previous position regardless if this policy is amended at any point in the future.
- E. Nothing in this policy provides, or can be construed as providing, any employee with the right to be selected as Acting Department Head or Department Head. Nothing within this policy alters, or can be construed as altering, the "at-will" nature of employment of Acting Department Heads.

ARTICLE 7. SALARY ADMINISTRATION PLAN

Non-union supervisory employees, ~~Municipal Utility Division Managers~~ [Division Managers](#) and Department Heads shall be compensated in accordance with wage resolutions adopted by the City Council.

New employees will generally start at Step 1. Promoted and/or reclassified employees will generally start at the lowest step that is at least 3% more than the employee received in his or her previous position with the City; further, wage step placement appeals will not be considered from promoted and/or reclassified employees for a higher step placement. The City retains the sole discretion to start an employee at a higher step depending on qualifications and needs of the City. Employees shall have no right under this policy to file a grievance or appeal to the City Council regarding their initial placement on the pay table or initial placement following a promotion or reclassification.

Performance evaluations shall be based on job descriptions and result-oriented performance standards. Performance evaluations are intended to assist the employee in reaching maximum potential, enhance services provided by the City, and provide for periodic, formal review by the employee's supervisor and Department Head. The performance evaluation system shall be conducted in the following way:

- A. It shall be the responsibility of each Department Head to provide periodic written evaluations of subordinate employees, on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible.

B. It shall be the responsibility of the City Administrator to provide periodic written evaluations of Department Heads on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible. The City Administrator will request feedback from all City-appointed boards that the Department Head is the primary staff liaison to while preparing for said review. The board feedback will be received via a form provided by the Human Resources Department.

C. It shall be the responsibility of the City Council to provide periodic written evaluations of the City Administrator, on at least an annual basis. This once-a-year annual evaluation shall coincide with the determination of the appropriateness of granting a merit (step) increase in accordance with this policy, if the employee is eligible.

~~C.D.~~ When there will be a change of the reporting officer for an employee as noted in Items A or B above, the outgoing reporting officer must complete a performance review for all applicable employees before their last working day.

The decision to provide a merit (step) increase shall be the determination, at the discretion of the Department Head, City Administrator, or City Council as applicable. Pay steps through step 6 are based on satisfactory performance.

In order to advance to Step 7 on an applicable wage grid approved by the City Council, an employee must be on Step 6 and obtain two "achieves expectations" and one "exceeds expectations" on their annual performance evaluation for their currently-held position in any given three-year cycle beginning January 1, 2019. In order to advance to Step 8, an employee must be on Step 7 and obtain another "exceeds expectations" with two prior "achieves expectations" on their annual performance evaluation for their currently-held position in any given three-year cycle.

Step increases for employees hired before August 1, 2022, will become effective on January 1 of each year following the employee's performance review. For employees hired, reclassified or promoted on or after August 1, 2022, any step increase will become effective on their position anniversary date. Progression through the pay steps will be accomplished by an annual review of employee performance, as described above.

Denial or delay of a step increment shall be subject to the grievance procedures described in these policies.

ARTICLE 8. PROBATIONARY PERIOD

Section 8.01 Duration and Purpose

Subject to the provisions of an applicable collective bargaining agreement and applicable law, all new, rehired, promoted, or reassigned employees shall serve a twelve (12) month probationary period upon assuming their new positions. This period shall be used to observe the employee's work habits and ability to perform the work that they are required to do. Department Heads shall file with the City Administrator a written summary of the probationary period and include a recommendation for continued employment of the employee.

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

Section 8.02 Extension

An employee's probationary period may be extended for an additional period of time not to exceed six (6) months upon recommendation from the City Administrator or Department Head and at the sole discretion of the Human Resource Director.

Section 8.03 Termination

The City Council, upon recommendation of the Personnel and Finance Committee, may terminate with or without cause a probationary employee anytime during the probationary period.

Section 8.04 Completion

At the end of the probationary period, the Department Head will recommend that the City Administrator take one (1) of the following actions:

- 1) Extension of Probation;
- 2) Regular Employment; or
- 3) Termination.

If the recommendation is for termination, the City Administrator will take the recommendation to the Personnel and Finance Committee for consideration, before receiving final approval from the City Council.

An employee's completion of the probationary period does not guarantee future employment or create a "for cause" termination standard. All employees, including employees who have successfully completed a probationary period, are "at will" employees. Nothing in this personnel policy provides, is intended to provide, or should

be construed as providing additional rights to employees who complete the probationary period.

Section 8.05 Vacation and Sick Leave

During a new or rehired employee's probationary period, vacation leave and [Sick Leave/ESST](#) shall be earned. Employees may use vacation leave after the first six months of their probationary period, subject to approval by the employee's supervisor. Sick leave may be taken during the probationary period not to exceed the [Sick Leave/ESST](#) time earned.

ARTICLE 9. HOURS OF WORK

Section 9.01 Work Schedule

Due to the necessity of providing service twenty-four hours per day, seven days per week, it is a reasonable condition of employment to require that employees work a regular schedule of hours as established by the City. Regular schedules shall not be construed as excluding shift rotation and emergency work schedules based on public necessity as determined by the City.

The following are descriptions of the work schedules for the types of employees utilized by the City of Brainerd.

- A. Subject to the terms of any applicable collective bargaining agreement, regular full-time and probationary full-time employees, included in the annual budget, normally have a work schedule of forty (40) hours per week, (five (5) days per week, eight (8) hours per day). The City reserves the right to set employees' schedules and hours of work as required to deliver City services.
- B. Regular part-time and probationary part-time employees have a work schedule that is less than forty (40) hours per week. Employees who work less than thirty (30) hours per week shall not be eligible for fringe benefits, except as required by law. Employees who work thirty (30) hours per week or more shall be eligible for the following fringe benefits on a pro-rata basis:

Holidays - As established in ARTICLE 15 of this manual.

Vacation - As established in ARTICLE 16 of this manual.

Sick Leave/[ESST](#) - As established in ARTICLE 17, Section 17.06 of this manual.

Employees who work thirty (30) hours per week or more shall be eligible to participate in the City's group health insurance, cafeteria plan and life and long-term disability ("LTD") insurance provided that the participation of such employees is allowed by the insurance carrier/plan eligibility rules.

The employer's contribution for health insurance and life and LTD insurance for eligible participating employees shall be determined on a pro-rata basis.

- C. Temporary or seasonal employees may work a flexible schedule for a period not exceeding 185 consecutive calendar days in each year of employment, or such other amount of time as determined by the City Administrator or designee. Full-time students under the age of 23 may also work a flexible schedule as allowed by law. Employees who are temporary, seasonal, and/or full-time students are not eligible for fringe benefits.

Employees should be made aware of their work schedules by a method suitable for the various city departments. Any changes in work schedules usually will be made known to employees affected ahead of time when the schedules take effect, except in the case of emergencies.

Section 9.02 Time Sheets

Each employee of the City shall complete an accurate time sheet following the proper procedure and timeline. Time sheets shall cover a two (2) week (fourteen (14) day) period except Paid on-call Firefighters whose timesheet will cover a full calendar month. Time sheets shall be completed by each employee and shall show all hours worked and the department the work is to be charged to. All overtime, if applicable, shall be approved by the Department Head. Reporting false information on a time sheet may be cause for disciplinary action up to and including immediate termination.

Section 9.03 Supervisory Employees

The City Administrator, Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#) and non-union supervisory employees who are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act may be allowed to maintain limited flexibility in their work schedule from the normal workday to the extent that job performance and service responsibilities of the City to the public remains satisfactory and at the approval of the employee's supervisor. This limited flexibility means that, if a Department Head, Municipal Utility Division Manager or non-union supervisor is absent for four or more hours in any normal workday, appropriate leave must be utilized to account for the absence.

The regular work week for all regular employees, including Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#) and non-union supervisors consists of five workdays. Even though Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#) and non-union supervisors may be required to work additional hours for night meetings, City functions and duties, etc., the employee must report to work all five days per week, even if the actual hours worked exceeds 40 hours prior to the fifth day. If an

employee does not report to work for an entire day in a work week, the timesheet must show which type of appropriate leave is being taken (e.g., eight hours of vacation time).

If a Department Head, Municipal Utility Division Manager or non-union supervisor needs to work a full day on a weekend or holiday, he or she may make a request to the Department Head (for ~~Municipal Utility Division Managers~~ Division Managers or non-union supervisors), City Administrator (for Department Heads), to have this workday switched to allow for a day off on another day. This request must be approved by the Department Head or City Administrator as appropriate, before the employee switches his or her work schedule.

Section 9.04 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). An employee may be allowed to work from home with prior approval by their supervisor; allowed to use accrued vacation time or compensatory time, or with supervisor approval; or may modify their work schedule if allowed without incurring overtime per the applicable union contract or make other reasonable schedule adjustments.

Sworn police officers, firefighters, utility 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 10. OVERTIME HOURS

Section 10.01 General

Overtime pay for employees will be in conformance with State and federal law, including Minnesota Statutes, section 177.25 (as amended) and the Federal Fair Labor Standards Act, 29 United States Code, section 201 et seq., ("FLSA") as amended, and all applicable State and federal rules and regulations implementing section 177.25 and/or the FLSA.

- A. For purposes of computing overtime for employees, other than BPU employees, work weeks shall begin at 12:00 a.m. on Sunday. For purposes of computing overtime for BPU employees, work weeks shall begin at 12:00 a.m. on Monday.
- B. Hours worked by non-exempt, non-union employees in excess of forty (40) per week shall be compensated at one and one-half (1 ½) times their hourly wage rate unless a different rate is established by an employment contract.

- C. Holiday hours actually worked are calculated as time worked in the computation of overtime pay.
- D. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- E. No employee may work overtime without the prior approval of his or her Department Head, or designee.
- F. Exempt, non-union employees shall not be eligible for overtime compensation or compensatory time, except as provided in Section 10.04 of this Policy.

Section 10.02 Payment

Department Heads are responsible to schedule the work in their departments to minimize overtime. Overtime shall be inputted in 1/4 hour (fifteen minute) increments.

Section 10.03 Compensatory Time

Upon request, non-exempt, non-union employees will be allowed to earn compensatory time in lieu of receiving overtime compensation. In no event, shall accrued compensatory time off exceed the limitations provided in the FLSA. Once an employee has reached maximum accrual, compensation for additional hours must be paid in cash, rather than accrued as compensatory time off.

Compensatory time shall be determined at the rate of one and one-half (1½) hours off for every hour of overtime worked, or at a higher rate, if the employee receives a higher rate of pay for the overtime hour(s) in question in accordance with the terms of a collective bargaining agreement or other employment contract. Compensatory time off will be granted in not less than one-quarter hour units.

The City reserves the right to pay out any compensatory time off in excess of 80 hours, as it deems necessary. Accrued compensatory time off may be used with prior approval from the employee's Department Head, which shall be granted unless use of compensatory time off would unduly disrupt the operations of the City.

Upon separation from the City's employment, employees shall be paid for their accrued, but unused compensatory time off in accordance with the FLSA and other applicable law.

Section 10.04 Overtime for Exempt Employees

Notwithstanding the above, exempt employees may receive overtime compensation to the extent provided in an intergovernmental agreement or other contract between the City and another entity, if the contract requires the other entity to pay the cost of overtime hours.

ARTICLE 11. PERSONNEL/PAYROLL

Section 11.01 Personnel Records

An employee must notify the Department Head and the Human Resource Director in case of a change in address, telephone number, marital status, or number of dependents. If at any time an employee's address or telephone number is changed and the change is not reported, it may be difficult or impossible to complete delivery of messages, notices, or other information which should be received. Incomplete information creates problems with payroll deductions and fringe benefits, such as medical coverage. Accordingly, the failure to provide such information may impact the City's ability to provide pay and/or benefits to City employees.

Section 11.02 PERA (NOTE: See PERA's Website: www.mnpera.org to verify contribution rates)

Almost all city employees in the State of Minnesota are covered by a public pension system known as the PERA. Both the City and employees contribute to PERA. For specific information regarding annual contribution rates, contact the Human Resource Director. Vesting time varies depending on your membership eligibility date and the pension is portable among public employers throughout the state. Being vested means you qualify for benefits at the minimum allowable age.

In normal situations, employees and employers both contribute a percentage of the employee's gross salary to PERA. However, Minnesota law provides that some income received by an employee are not eligible for PERA contributions. Employees should contact the Human Resource Director with specific questions regarding PERA contributions.

Section 11.03 FICA

All full-time, part-time, temporary and/or seasonal employees are mandatory members of Federal Insurance Contribution Act (commonly known as Social Security). The City is required to deduct certain amounts from such employees' gross salary. Certain employees may be exempt from this deduction. Employee should contact the Human Resource Director with specific questions regarding FICA deductions.

Section 11.04 Medicare

All full-time, part-time, temporary and/or seasonal employees have a mandatory deduction for Medicare tax taken from their paychecks. Employee should contact the Human Resource Director with specific questions regarding Medicare deductions.

Section 11.05 MN Deferred Compensation

The City is a member of the Minnesota Deferred Compensation Plan. An employee may, at their option, defer any part of income, to a maximum amount set by law, of gross salary. The City does not contribute any monetary amount to the MN Deferred Compensation Plan unless required by the provision of collective bargaining agreement.

ARTICLE 12. SEPARATION FROM EMPLOYMENT

Section 12.01 General Statement

Separation from employment is an inevitable part of personnel activity within any organization, and there are many reasons for separation. The reasons for separation include: (1) resignation; (2) discharge (in accordance with ARTICLE 28 of these policies); (3) layoff; and (4) retirement (in accordance with ARTICLE 13 of these policies).

An employee leaving the City, for any reason, must turn in his/her identification badge and card, tools, shop coats, keys, books, and other City equipment no later than the last day of work. The employee is expected to go through an exit interview with the Human Resource Director on his/her last day of work. This interview is important for both the City and the employee. Through this interview, information may be provided which can lead to the causes of turnover, absenteeism, poor communication, etc. Oftentimes problems are discovered which appeared non-existent previously. It can be an effective means for gaining insight into potential personnel problems.

Section 12.02 Resignation

As at-will employees, all City employees may resign at any time, for any reason. In order to be considered "in good standing" at the time of resignation, an employee must file with employee's department head, at least 14 days before leaving, a written resignation stating the effective date of the resignation. Department Heads, [Municipal Utility Division Managers](#) and non-union supervisors wishing to resign "in good standing" should give the City as much advance notice as possible, but must provide at least 30 days' notice. Failure to comply with this 14-day or 30-day notice procedure may be considered cause for denying the employee future employment by the City and denying termination benefits. Unauthorized absence from work for a period of three working days may be considered by the City Administrator as a resignation "not in good standing" and without benefits.

Section 12.03 Layoffs

After at least two weeks' notice to the employee, the City Administrator may lay off any employee when such action is necessary because of shortage of work or funds, the abolition of a position, or changes in organization. If it should become necessary to reduce the City work force, the City may give consideration to the employees' on-the-job performance, abilities, job knowledge and the potential for other jobs within the City.

Section 12.04 Final Pay Following Termination of Employment

Subject to applicable law, employees who terminate employment with the City shall receive their final pay settlement a maximum of two weeks from the date of resignation, coinciding with the next normal payday. To be eligible for backpay, employees must be currently employed with the City at the time of backpay distribution.

ARTICLE 13. RETIREMENT AND SEVERANCE PAY

Section 13.01 Procedure

Regular employees who retire voluntarily in good standing, as defined in the previous Article -as defined above, after giving at least two (2) weeks' notice to the City and are eligible to immediately begin receiving monthly retirement benefits under the provisions of PERA as of the date of his or her retirement, shall be granted severance pay based on the following conditions and rates:

Section 13.02 Conditions

- A. Retirement - voluntary and in good standing, as defined in ARTICLE 12.
- B. Voluntary retirement or termination of employment in good standing, as defined in ARTICLE 12, due to health reasons, service-connected injury, or illness.

Section 13.03 Rates

All regular employees, regardless of the date of hire, shall be entitled to 100 percent of their unused ~~sSick lLeave/-and~~ ESST as severance pay, with a maximum of nine hundred sixty (960) hours, upon retirement in good standing, as defined in ARTICLE 12, or if they become disabled and must terminate their employment, with written proof by a physician. In the event of death, severance pay shall be paid to the beneficiary. Pay for unused ~~sSick lLeave/-and~~ ESST shall be based on existing annual wage as described in Exhibit C or applicable union contract.

ARTICLE 14. MEAL AND COFFEE BREAKS

Page 32 of 118

All hourly employees shall receive one (1) fifteen (15) minute rest period during each four (4) consecutive hours of work. Rest periods are part of the paid work shift. An employee shall not be compensated additional wages or time off for not taking a scheduled rest period. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or meal time, including any standard meal time designated by a specific Department—or accrue compensatory time—by saving these breaks. Breaks should be scheduled so as to not interfere with work requirements.

In general, City employees working a scheduled full-time shift are entitled to a one (1) hour uncompensated meal period. Meal periods shall be scheduled by the department head or supervisor. Employees will not be permitted to adjust work start time or accrue compensatory time by skipping or shortening meal breaks.

ARTICLE 15. HOLIDAYS

The following holidays, or days observed as such, shall be considered paid holidays for all regular employees:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Veterans' Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- One "Floating" holiday

When an official holiday recognized in this policy falls on a Saturday, the preceding Friday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. When an official holiday recognized in this policy falls on a Sunday, the following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Union employees shall be compensated for holiday time according to the terms and conditions of their collective bargaining agreement.

Requests for floating holidays shall require three (3) days' written notice to the Department Head. Such requirement may be waived when absence of the employee will not unduly affect the functioning of the department.

Employees will be accredited their floating holiday on January 1st of each year [or upon date of hire](#) and may use it at any time during the year.

Floating holidays must be taken in one (1) day (or eight (8) hour) increments. Floating holidays are not carried over year-to-year and must be used in the calendar year that they are received. Floating holidays not used by December 31 of the calendar year they were received are forfeited.

ARTICLE 16. REGULAR VACATION

Section 16.01 General Vacation Rules

A. When Taken

Vacation leave may be taken after written approval by the Department Head or designee. Vacation leave will be granted in not less than one-quarter hour units. Probationary employees' use of vacation leave is subject to ARTICLE 8 of these policies.

B. Length of Service

Length of service for the purpose of determining vacation accrual is calculated from the date of hire with the City. If an employee returns to work at the City after a break in service, the employee's length of service will be calculated from the date of rehire.

C. Scheduling Vacation

Department Heads are responsible for approving the scheduling of vacation leaves for employees under their supervision, and approval is not automatic.

1. Consideration shall be given to seasonal demands and departmental staffing needs before granting any vacation leave requests.
2. Subject to the needs of the Department, preference in scheduling shall be based on the order in which vacation requests are received and/or seniority of employees.

D. Monetary Consideration in Lieu of Vacation

Vacation pay shall be reflected on the paycheck issued for the pay period in which the vacation is taken. No vacation shall be paid in lieu of taking time off, except as authorized under the City's Cafeteria Plan.

E. Accrual of Vacation

Employees may accumulate vacation time equal to a maximum of 240 hours. Vacation accrual will cease if an employee is off of the City's payroll system for any reason whatsoever, except as required by law.

F. Vacation Payout

Employees who leave the employment of the City in good standing, as defined in ARTICLE 12 of these policies, by retirement or resignation will receive pay for 100 percent of unused accrued vacation. An employee shall not be considered to be "in good standing" if the employee resigns or retires following allegations of misconduct pending investigation, as determined by the City Council in its sole discretion.

G. Vacation leave is not intended to be used for absences related to personal illness or injury or any of the eligible uses outlined in the Earned Sick and Safe Time policy. However, should an employee use vacation leave for one of the eligible uses outlined in Article 17, Section 17.06, with respect to that particular absence only, the Earned Sick and Safe Time policy will apply.

All full-time employees, except the City Administrator, Department Heads and ~~Municipal Utility~~ Division Managers, shall earn vacation at the rate of: 6.67 hours per full month worked during the employee's first five years of employment. Thereafter, employees shall earn paid vacation as follows:

After completion of:

5 years of service - 10.00 hours per month
10 years of service - 10.67 hours per month
11 years of service - 11.33 hours per month
12 years of service - 12.00 hours per month
13 years of service - 12.67 hours per month
14 years of service - 13.33 hours per month
15 years of service - 14.00 hours per month
16 years of service - 14.67 hours per month
17 years of service - 15.33 hours per month
18 years of service - 16.00 hours per month
19 years of service - 16.67 hours per month
20 years of service - 17.33 hours per month
21 years of service - 18.00 hours per month
22 years of service - 18.67 hours per month
23 years of service - 19.33 hours per month
24 years of service - 20.00 hours per month

City Administrator, Department Heads and ~~Municipal Utility Division Managers~~Division Managers shall earn vacation at the rate of:

Ten (10) hours per full month worked during the first year of employment. Thereafter, employees shall earn paid vacation as follows:

After completion of:

1 year of service – 10.67 hours per month
2 years of service – 11.33 hours per month
3 years of service – 12.00 hours per month
4 years of service – 12.67 hours per month
5 years of service – 13.33 hours per month
6 years of service – 14.00 hours per month
7 years of service – 14.67 hours per month
8 years of service – 15.33 hours per month
9 years of service – 16.00 hours per month
10 years of service – 16.67 hours per month
11 years of service – 17.33 hours per month
12 years of service – 18.00 hours per month
13 years of service – 18.67 hours per month
14 years of service – 19.33 hours per month
15 years of service – 20.00 hours per month

ARTICLE 17. EMPLOYEE LEAVES

Section 17.01 Jury Duty

Any employee who is required to serve as a juror shall be granted a leave of absence with pay while serving in such capacity. 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. An employee cannot receive more than the employee's normal take-home pay as a result of any employer pay supplemented to Jury Duty pay. Jury duty pay must be remitted to the City. When employees are excused from jury duty during their regular working hours, they are expected to return to work if practicable. If a holiday occurs during jury duty, the employee shall be paid for the holiday.

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.

Insurance benefits will remain in effect for the full term of jury duty leave. Employees must continue to make employee contributions for any insurance that requires payment on their part.

Vacation time and sick time shall continue to accrue during the period of leave. Benefits will continue to accrue as though the employee were actively at work.

Section 17.02 Military Leave

Employees shall be entitled to leave without pay for military service, including training in the National Guard, consistent with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA") (as amended) and Minnesota law, including, but not limited to, Minnesota Statutes, chapter 192 (as amended).

Section 17.03 Leave for Service in Organizations

The City Council with the recommendation of the City Administrator and Personnel and Finance Committee, may grant a leave of absence without pay for reasonable periods not to exceed one (1) year to any regular employee for the purpose of serving in an elected or appointed position, other than as a paid employee, in a professional organization or a governmental commission or committee, provided such leave will not reduce the quality or level of service to the public.

No vacation leave, ~~s~~Sick ~~L~~Leave/~~ESST~~, holiday leave or compensatory time off benefits shall be used or accrued during a leave of absence and the City will not contribute to insurance premiums.

Section 17.04 Pregnancy and Parenting ~~Parental~~ Leave

~~Parenting Leave, as provided for in Minnesota Statutes, section 181.941, as amended, grants qualifying employees unpaid leave of up to twelve (12) weeks for: (1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or (2) a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or a related health condition. Parental Leave is considered to be taken simultaneously with FMLA leave. If leave is taken due to the birth or adoption of a child, the leave must begin within twelve (12) months of the birth or adoption, unless the child remains in the hospital after the mother has been discharged, in which case the leave must begin within twelve (12) months after the child leaves the hospital.~~

All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with the birth or adoption of a child, are eligible for up to 12 weeks of unpaid leave. Any paid or unpaid leave taken for prenatal care medical appointments will not count toward the 12-week leave. Additionally, leave under this section 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,

Commented [KS3]: This language is recommended by the LMC as it was modified during the 2024 legislative session.

the leave must begin within 12 months after the child leaves the hospital. Employees should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued vacation leave during Parenting Leave, and employees may choose, but are not required, to use any accrued Earned Sick and Safe Time. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will run concurrently with any FMLA leave available. 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, including any employer contributions toward the benefits, will continue while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, provided the employee continues to pay any employee share of the cost of the benefits.

The City will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

Section 17.05 Funeral Leave

All regular full-time employees shall be permitted paid funeral leave not to exceed 24 hours, if necessary, for the death of an immediate family member (employee's spouse, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law) and one (1) working day, if necessary, for the death of an employee's grandparent. Funeral leave for other relatives may be granted at the discretion of the Human Resource Director. Up to twenty-four (24) additional hours of ~~sSick lLeave/ESST~~ may be used as additional funeral leave at the discretion of the City Administrator. For purposes of this policy, the term "working day," means a regularly scheduled shift, excluding any time that an employee would be considered "on call" unless the employee actually would have been called to perform duties during that period.

Section 17.06 Sick Leave/Earned Sick and Safe Time (ESST) Leave

~~All eligible part-time and temporary City employees shall earn sick leave at the rate of one (1) hour per thirty (30) hours worked as required by the Earned Sick and Safe Time~~

~~(ESST) Law and City Policy. Except to the extent provided in an applicable collective bargaining agreement, full time employees shall also earn ESST leave at the rate of at least one (1) hour per thirty (30) hours paid excluding the following pay types: Vacation Sale; Comp Time Payouts; Comp Time Earned (our payroll system can only recognize when comp time is taken/paid); and Vacation, Sick and Comp Time severance payouts. In addition, full time employees will earn a combination of Sick Leave and ESST to equal (8 hours) of leave per month. Sick leave will be granted in not less than one quarter hour units. Sick leave and ESST accumulation shall be a combined maximum of 120 days (960) hours.~~

“Earned Sick and Safe Time” (“ESST”) is paid time off for eligible uses outlined in this policy as required by Minnesota’s Earned Sick and Safe Time law, including but not limited to an employee’s mental or physical illness, injury, or other health condition. Employees will earn ESST as prescribed in this policy, provided that all employees will earn at least one hour of ESST for every 30 hours worked by an employee, up to a maximum of 48 hours of ESST per year. The base rate of ESST is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time employees) anticipated to perform work for at least 80 hours in a year for the city.

The following positions are not eligible for leave under this policy:

1. Volunteer firefighter or Paid on-call Firefighter;
2. Elected officials or a person who is appointed to fill a vacancy in an elected office.

(a) Earned Sick and Safe Time Use

The leave may be used as it is accrued in the same increment of time for which employees are paid (as long as the amount is not more than four hours) for the following circumstances:

- An employee’s own:
 - Mental or physical illness, injury or other health condition
 - Need for medical diagnosis, care or treatment, of a mental or physical illness injury or health condition
 - Need for preventive medical or health care, or
 - 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 mental or physical illness, injury or other health condition
 - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition, or
 - Who needs preventative medical or health care

- Absence due to domestic abuse, sexual assault or stalking of the employee or employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- When it has been determined by 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 of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

(b) For Earned Sick and Safe Time purposes, family member includes an employee's:

1. Spouse or registered domestic partner
2. 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
3. Sibling, step sibling or foster sibling
4. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
5. Grandchild, foster grandchild or step grandchild
6. Grandparent or step grandparent
7. A child of a sibling of the employee
8. A sibling of the parent of the employee or
9. A child-in-law or sibling-in-law
10. Any of the above family members of a spouse or registered domestic partner

11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship

12. Up to one individual annually designated by the employee

(c) Advance Notice for use of Earned Sick and Safe Time

With respect to ESST accrued on or after January 1, 2024, if the need for the leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as practicable. When an employee uses ESST for more than three consecutive scheduled work days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

(d) Accrual and Carry Over of Earned Sick and Safe Time

All eligible part-time and temporary City employees shall earn Sick Leave/ESST at the rate of one (1) hour per thirty (30) hours worked as required by the Earned Sick and Safe Time (ESST) Law and City Policy. Except to the extent provided in an applicable collective bargaining agreement, full-time employees will earn a combination of Sick Leave/ESST to equal (8 hours) of leave per month. Sick Leave/ESST will be granted in not less than one-quarter hour units. Sick leave/ESST accumulation shall be a combined maximum of 120 days (960) hours.

(e) Retaliation prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Time rights, requesting an Earned Sick and Safe Time absence, or pursuing remedies. Further, use of Earned Sick and Safe Time will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Time.

(f) Benefits and return to work protections

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

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

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

~~An employee may use sick leave when the employee is unable to attend work or perform work duties due to illness, injury, the necessity for medical, dental, or chiropractic care, childbirth, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact during the course of performing work duties. Employees may also use their accrued sick leave for any other purpose for which the City is required to allow an employee to use sick leave by State or federal law.~~

~~When requesting sick leave for a scheduled or foreseeable absence, employees must notify the supervisor as soon as the employee is aware of the need to utilize sick leave.~~

~~To be eligible for sick leave with pay, an employee shall:~~

- ~~A. Report as soon as possible to the employee's immediate supervisor as described above. If the need for sick is not foreseeable, the employee must notify his/her supervisor as soon as the employee becomes aware of the need for leave. The employee shall identify if the absence is due to the employee's illness or the employee's immediate family, as listed above;~~
- ~~B. Keep the employee's immediate supervisor informed of such employee's need for continued absence; and~~
- ~~C. To the extent allowable by law, for any absence that exceeds three days, upon request by the City Administrator, submit a medical certificate before the employee will be allowed to return to work.~~

Except as may be required by law, Sick Leave/ESST accrual will cease if an employee is off of the City's payroll system for any reason whatsoever.

~~To the extent allowable by law, the City reserves the right to require any employee returning from sick leave to provide a certificate stating that he or she is able to perform the essential functions of his or her position, with or without reasonable accommodation.~~

In case of disability caused by sickness or injury and covered by Workers Compensation, the City will pay to the employee only such sums, as together with Workers Compensation payments, will equal their base pay but never for a longer period than their accumulated ~~Sick Leave/ESST~~ and vacation leave. The time deducted from the employee's accumulated ~~vacation and then Sick Leave/ESST if elected~~, until exhausted ~~and then vacation, until exhausted~~, shall be the difference between the employee's normal gross pay and the payment received by the employee for workers compensation. ~~An employee cannot receive more than the employee's normal take-home pay as a result of any workers compensation payment.~~

~~In such case, to the extent allowable by law, once sick leave is exhausted, the time deducted from accumulated vacation leave shall be in the same amount as the proportion of wages paid by the City bears to the entire base pay of the employee. No Sick Leave/ESST or vacation leave will be paid to employees while actually working for others.~~

Section 17.07 — Earned Sick and Safe Leave

A. — Designation of Sick Leave as Earned Sick and Safe Time

~~Effective January 2024, the first 48 hours of Sick Leave earned each calendar year by current full time employees as well as the first 48 hours of Sick Leave earned by any new hire thereafter shall be designated as Earned Sick and Safe Time (ESST) pursuant to Minn. Stat. § 181.9445 and may be used for any of the purposes of that statute and for those family members set forth therein.~~

B. — Carryover Year to Year

~~An employee may earn and carryover up to a maximum of eighty (80) hours of their unused Earned Safe and Sick Time (ESST) from year to year. Year to year shall be calendar year. The first partial year of employment shall constitute a year for the purposes of this policy.~~

C. — Earning ESST

~~Sick leave/ESST benefits shall only accrue when an employee is in compensated payroll status. Sick leave/ESST benefits shall not be earned by any employee while in a non-pay status.~~

~~For those part time and/or temporary employees not covered by a collective bargaining agreement or other personnel policy granting sick leave, ESST shall accrue at the rate of 1 hour for every 30 hours worked if the employee works 80 hours in the year. Please see the Sick Leave section of the Employee Policy Manual regarding the accrual for full-time employees.~~

~~D. ESST Use~~

~~—ESST may be used for:~~

- ~~1. An employee's own or family member's need for illness, injury, medical or mental health care, or preventative medical or mental health care.~~
- ~~2. Absence due to domestic abuse, sexual assault, or stalking of employee or their family member. The employee may take leave to assist family member to seek medical care for related physical or psychological injury or disability, obtain services from Victim Services organization, obtain counseling, relocate or secure their or to receive legal advice, take legal action or prepare for any related legal proceeding.~~
- ~~3. Closure of the employee's workplace due to weather or a public emergency.~~
- ~~4. Employees need to care for a family member whose school or place of care has been closed due to weather or public emergency.~~
- ~~5. Employee's inability to work or telework because:~~
 - ~~a. The employer prohibits them from working due to potential transmission of illness related to a public emergency.~~
 - ~~b. Seeking or awaiting the results of test or diagnosis of communicable disease related to a public emergency due to exposure or at the employer's request.~~
- ~~6. When a health care professional determines employee should quarantine because of exposure to a communicable disease regardless of if they contracted the disease.~~

~~Sick/ESST leave shall be taken in 15 minute increments.~~

~~E. Definition of Family:~~ ~~For the purpose of using ESST time, an employee's family shall include those individuals identified by Minn. Stat. 181.9445 Subd. 7.~~

~~—The employee's, their spouses, or their registered domestic partner's:~~

- ~~a. Child, Foster Child, Adult Child, Legal Ward or Child In Law~~
- ~~b. Spouse or registered Domestic Partner~~
- ~~c. Sibling, Stepsibling, Foster Sibling~~

- ~~d. Parent, Stepparent, Foster Parent~~
- ~~e. Grandparent, Step Grandparent~~
- ~~f. Grandchild, Step-grandchild, Foster Grand Parent~~
- ~~g. Sibling of parents, Siblings Child~~
- ~~h. Child for whom employee stands in place of parents.~~
- ~~i. Person who stood in place of a parent when the employee was a minor.~~
- ~~j. Any individual related by blood or whose is equivalent of a family relationship.~~
- ~~k. One individual who the employee identifies at the time of hire and thereafter at the time of health insurance open enrollment each year.~~

~~G. Request for Leave~~

~~Employees shall request ESST from their supervisor prior to the start of the work day when leave is not foreseeable, or as soon thereafter as possible in an emergency situation. Requests shall be made by direct contact with the supervisor. When leave is foreseeable the employee shall request leave as far in advance as possible, preferably seven (7) calendar days, and shall schedule appointments so as to have the least impact on the business of the employer.~~

~~H. Verification~~

~~The employer may request verification of illness, injury, medical care or preventative treatment of the employee or a family member after three days, consistent with the requirements of Minn. Stat. § 181.9447 Subd. 3.~~

~~Upon exhaustion of the accrued ESST time, the employer may require medical verification for sick leave consistent with City policy and practice for the use of sick leave.~~

The employer may designate ESST time used for an FMLA qualifying event as Family and Medical Leave and may request a certification of a health care provider. For the use of ESST for domestic abuse, sexual assault, stalking, or other qualifying reasons, the employer may request verification consistent with the requirements of Minn. Stat. § 181.447 Subd. 3.

Please refer to Exhibit D to view the required ESST notice.

Section 17.0807 Extended Medical Leave

When medically necessary, and upon receipt of a medical certificate from an employee's treating physician, the City Administrator may approve a request for a medical leave

extension of up to 90 days due to the employee's serious medical condition or to care for a spouse, parent or child who has suffered a serious medical condition.

Before using unpaid leave under this ARTICLE, the employee must use all paid leave. Leave granted pursuant to this Section may run concurrently with leave under the Family and Medical Leave Act ("FMLA").

Employees will not earn or accumulate benefits or other compensation while on unpaid leave, except as required by law. A medical certificate attesting to the employee's fitness for duty shall be required prior to any employee returning to work from medical leave. Also, the City may require that the employee submit to an examination by a medical provider selected by the City to determine whether the employee is able to perform the essential functions of his or her job, with or without reasonable accommodation.

The Human Resource Director may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act. If a fitness for duty certification is required, the City may deny reinstatement until it is provided.

Section 17.0908 Personal Leave

Upon written request of an employee, the City Council may grant an employee a leave of absence without pay for a period of up to 90 consecutive calendar days, at its sole discretion.

Employees will not earn or accumulate leave, benefits, or other compensation while on unpaid leave except as required by law.

Section 17.4009 School Leave

To the extent required by law, employees may take up to a total of sixteen (16) hours per twelve (12) month period of unpaid leave to attend school conferences and school-related activities related to the employee's child, provided the conferences or other school-related activities cannot be scheduled during non-work hours. Employees taking leave for this purpose may, but are not required to, substitute vacation or compensatory time for any part of this unpaid leave.

Section 17.4410 Family & Medical Leave

~~Eligible employees, as determined by the Human Resource Director or designee, may be entitled to take unpaid leave pursuant to the Family and Medical Leave Act ("FMLA") for the purposes described in 29 U.S.C. § 2612 (as amended). All such leave, including the~~

Commented [KS4]: This section has been updated to reflect the LMC recommended FMLA policy.

~~responsibilities of the City and its employees related to such leave, is subject to the conditions prescribed in the FMLA and the Department of Labor's regulations implementing the FMLA.~~

~~A. Restrictions on FMLA Leave~~

~~For additional information regarding FMLA leave, including the circumstances in which such leave may be taken, employees should consult the posted notices. In addition, as permitted by the FMLA, the City places the following restrictions on eligible employees' use of FMLA leave:~~

- ~~1. The City has designated a "rolling" twelve (12) month period for purposes of determining employees' entitlement to FMLA leave. The "rolling" twelve (12) month period is measured backward from the date the employee uses any FMLA leave.~~
- ~~2. Spouses employed by the City are permitted to take a combined total of twelve (12) work weeks of FMLA leave during a single twelve (12) month period if the FMLA is: (1) due to the birth of a son or daughter of the employees; (2) due to the placement of a son or daughter with the employees for adoption or foster care; or (3) in order to care for a parent of the eligible employee.~~
- ~~3. Employees who request leave under this policy based on: (1) their own serious health condition; (2) to care for a parent, spouse, or child's serious health condition; or (3) military caregiver leave, are required to submit a completed medical certification that complies with the requirements of the FMLA. Medical certification forms are available from Human Resources. The City reserves the right to request a second opinion, at the expense of the City, to the extent permitted by the FMLA. If the results of the employee's certification differs from the results of the City's certification, the City may obtain a third opinion at the City's expense. The City also reserves the right to require periodic recertification, to the extent allowed by the FMLA and to contact the certifying medical provider to authenticate or clarify the medical certification in lieu of seeking a second opinion. Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency, if leave is requested for that purpose.~~
- ~~4. Except in emergency situations, the employee is required to provide written notice of the need to take leave to his or her immediate Supervisor not less than thirty (30) days before the date the leave is scheduled to begin. If the leave is to begin in less than thirty (30) days, the employee shall provide such written notice as soon as practicable.~~

~~5. Employees are required to use all accrued sick leave, ESST, vacation leave, and any other accrued paid leave concurrently with leave provided under the FMLA. Employees with both accrued sick and vacation leave are required to use sick leave, ESST, and compensatory time, if any, before using accrued vacation leave. The combined paid and unpaid leave cannot exceed the applicable twelve (12) week or twenty-six (26) week maximum FMLA leave time. FMLA leave may run concurrently with a worker's compensation absence if the on the job injury or illness also qualifies as a serious health condition under the FMLA.~~

~~6. Subject to the terms, conditions, and limitations of applicable plans, eligible employees are entitled under the FMLA to the same health insurance benefits provided by the City while on FMLA leave to the same extent as if the employee were not on FMLA leave. Employees who contribute toward their health care coverage must continue to make that contribution while on leave, either through payroll deduction (if using paid leave) or by personal check (if using unpaid leave). If the employee fails to return to work after taking family or medical leave, the City may recover the premiums paid by the City for group health and life insurance unless the serious health condition of the spouse, child, parent or employee continues or for other circumstances beyond the control of the employee.~~

~~7. Vacation, sick, and holiday leave will not be earned during a period of unpaid FMLA leave. FMLA leave, whether paid or unpaid, will not constitute a break in service for purposes of computing years of service.~~

~~8. The City requires a medical certificate attesting to the employee's fitness for duty prior to the employee being allowed to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of the job. The Human Resource Director or designee may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act. If a fitness for duty certification is required, the City may deny reinstatement until it is provided.~~

~~9. Records of FMLA leave will be kept along with normal personnel records except that any medical record(s) will be maintained separately in accordance with applicable laws.~~

~~- B. Effect on Pension:~~

~~Employees should contact the MN Public Employees Retirement Association (“PERA”) for information about how FMLA leave may affect their retirement benefits.~~

ELIGIBILITY

To qualify to take 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 7 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).

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.

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 rolling backward 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.

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 hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent leave may be taken when medically necessary for the employee's serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

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

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

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

PROCEDURE FOR REQUESTING LEAVE AND NOTICE

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to the HR Director.

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

CERTIFICATION AND DOCUMENTATION REQUIREMENTS

For leave due to an employee's serious health condition or that of an employee's family member, the City will require the completion of a Medical Certification form by the attending physician or practitioner. 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 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 his or her 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. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

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.

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.

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. An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

GROUP HEALTH INSURANCE AND OTHER BENEFITS, CONCURRENT LEAVE AND SUBSTITUTION OF PAID LEAVE

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

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

If there are changes in the City's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

Rights to additional continued benefits will depend on whether leave is paid or unpaid.

Any paid disability leave benefits (Short Term Disability or Long Term Disability), sick leave, Paid Time Off (PTO) or compensatory time off available to employees for a covered reason (an employee's serious health condition or a covered family member's serious health condition, including worker's compensation leave and Minnesota State Parenting Leave) will run concurrently with FMLA.

FAILURE TO RETURN TO WORK AFTER FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 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 he or she is 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.

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. While on leave, an employee may not engage in any activity that conflicts with the best interests of the City. Such conduct will result in disciplinary action up to and including termination of employment.

UNPAID MEDICAL LEAVE OF ABSENCE

If an employee is ineligible for FMLA leave or has exhausted available FMLA leave benefits, it is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date.

Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.
During Unpaid Medical Leave, employees will be expected to keep in regular contact with human resources. When you anticipate your return to work, please notify human resources of your expected return date at least one week before the end of your leave.
Employees on an Unpaid Medical Leave of Absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA.
Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

FMLA – QUALIFIED EXIGENCY AND MILITARY CAREGIVER LEAVE

Qualified Exigency

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

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

Military Caregiver Leave

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

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

DEFINITIONS

- A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents "in law."
- The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the

following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her 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:
- o “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.
- o “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:
- o 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
- o 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:
- o 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 his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY

[An eligible employee can take up to 12 weeks of leave for a qualified exigency.](#)

[AMOUNT OF LEAVE – MILITARY CAREGIVER](#)

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

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

[CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE](#)

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

[CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE](#)

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

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

[EFFECT ON PENSION](#)

[Employees should contact the MN Public Employees Retirement Association \(“PERA”\) for information about how FMLA leave may affect their retirement benefits.](#)

[-C. Training](#)[TRAINING:](#)

Employees who have missed training sessions while on FMLA leave will be given a reasonable opportunity to make them up upon returning to work.

Section 17.4211 Department Head Absenteeism Notification

Except in the event of an emergency that prevents such notice, Department Heads shall notify the City Administrator prior to any absence from the office.

Section 17.13-12Catastrophic Leave Bank

POLICY STATEMENT

The City of Brainerd recognizes that occasions arise when employees may have exhausted their vacation leave, sick leave and compensatory time, due to a non-work related injury or prolonged illness that has not yet qualified for long-term disability insurance benefits. It is the intent of this policy to provide an opportunity for City employees to voluntarily donate vacation leave hours to an emergency medical leave bank for use by other City employees who demonstrate a catastrophic medical emergency. The program is voluntary in nature and does not guarantee any resulting benefit to any employee in need nor does it require participation of any employee. This policy applies to employees of bargaining units upon agreement of their exclusive representative.

Eligibility

All non-probationary City employees, including members of collective bargaining units whose exclusive representatives have agreed to this policy, are eligible to participate in this Catastrophic Medical Leave Sharing Bank ("CMLSB"). Donation to the bank is entirely voluntary.

Definitions

- A. "Catastrophic Medical Emergency" is a major life-threatening disease or illness or non-work related major injury involving a prolonged absence from work. Per the dictionary, a catastrophe is a momentous tragic event ranging from extreme misfortune to utter overthrow or ruin.

Examples may include: heart attack, stroke, organ transplant, cancer or major non-work-related injury.

The medical emergency must result in the incapacitation of the employee, spouse, or child/stepchild for a minimum of 80 consecutive work hours (subsequent intermittent absences involving the same illness or condition shall also qualify) which requires the employee to take time off from work and creates a financial hardship because all of the employee's paid leave has been exhausted.

"Catastrophic medical emergency" is specifically not defined as all "serious health conditions" as defined under the FMLA.

- B. "Verification of catastrophic illness or injury" shall consist of a physician's statement verifying that:

1. The employee is suffering from a major life-threatening disease, illness or non-work related major injury requiring a prolonged absence from work; or
 2. That the employee must be present to care for the employee's spouse, child or stepchild who is suffering from a major life-threatening disease or illness or major injury; and
 3. A brief description of the nature of the illness or injury and the anticipated duration of the incapacity.
 4. The Verification of catastrophic illness or injury shall be in addition to the FMLA certification of health care provider.
- C. "Donor" is an employee who donates vacation leave to the Emergency Medical Leave Sharing Bank.
- D. "Applicant" or "Recipient" is a non-probationary City employee who has applied for or received leave from the CMLSB.
- E. "Committee" as referenced in this policy shall consist of the City Administrator, Human Resource Director, and the Chair of the Personnel and Finance Committee.

Catastrophic Medical Leave Sharing Bank BENEFITS AND LIMITATIONS

- A. The applicant must have exhausted all of the employee's own accrued vacation, sick leave, and compensatory time in order to receive any Catastrophic Medical Leave ("CML").
- B. The applicant may apply for CML while still in paid status, but no sooner than 80 hours before the exhaustion of all of the applicant's paid leave or CML.
- C. An applicant may be eligible to receive up to a maximum of 160 hours of CML per request, which shall be placed in the recipient's sick leave bank as needed per pay period in increments of no more than 80 hours at a time. Additional requests for CML may be submitted upon the anticipated exhaustion of the initial hours and medical verification of continued need, but the total CML granted to one recipient in relation to one medical emergency shall not exceed 480 hours. Part-time employees shall be eligible to receive CML on a pro-rata basis.
- D. Recipients of CML must use the leave only for the Catastrophic Medical Emergency. Any CML which is not used for the medical emergency shall be returned to the bank and cannot be retained by the recipient.

- E. An applicant shall be required to apply for FMLA leave in conjunction with the application for CML. Catastrophic Medical Leave time will run concurrently with any applicable FMLA leave.
- F. The recipient shall be in a paid status when using CML for the purpose of receiving benefits. When a pay period includes a holiday, a participant using CML shall receive holiday pay provided they are in a pay status the last regular shift prior to, and the first regular shift following the holiday.
- G. A recipient's CML pay will continue to be taxed in accordance with state and federal law, and all authorized deductions will continue to be deducted from the participant's paycheck, provided sufficient wages are available.
- H. All time donated to the pool shall be converted to a dollar amount based upon the donor's hourly rate of pay. All CML shall be used at the recipient's rate of pay.
- I. Leave from the CML may not be used for illness or disability which qualifies the participant for Worker's Compensation, long-term disability, PERA disability or Social Security benefits.
- J. An applicant shall be required to apply for long-term disability and PERA disability, as applicable, for the employee's own medical condition which results in the employee's absence from work for more than 90 calendar days, whether before or after the employee has exhausted his/her own paid leave. The recipient applicant shall provide verification of such application.
- K. Leave donated to the CML Bank shall remain in the bank from year to year and shall be available to eligible employees. Donation of leave to the CML Bank is irrevocable.

Application Process

- A. Applicants shall be required to complete a form setting forth their request for CML, the reason, number of hours requested and the anticipated duration of the medical emergency. A new request form shall accompany each subsequent request. The CML Request form will be turned into the Human Resource Director prior to the start of the leave if possible. Requests will be reviewed by the Committee.
- B. The Applicant shall sign a waiver of liability in connection with the CML request and any subsequent request. The applicant shall provide a "verification of catastrophic illness or injury" with the request form or within (10) calendar days of the request. In the event that the Verification is not submitted in a timely manner, the CML request may be considered by the Committee but no leave will be disbursed to the applicant until the verification is received and reviewed by the committee.

- C. Applicants who are denied CML or whose withdrawal is not renewed or is terminated may, within fifteen (15) calendar days of denial, appeal the denial, non-renewal or termination by providing new or additional information to the Committee and completing a supplemental application and waiver. The final decision will be reported to the applicant, in writing, within ten (10) working days of the decision. This decision of the Committee is final. Such final authority is not subject to the grievance procedure or litigation and the applicant shall specifically waive any rights to review by any of these options.
- D. All requests for CML, verifications of catastrophic illness or injury and other documentation related to an applicant's medical condition or that of the applicant's family member shall be kept confidential and shall only be disclosed as necessary to administer request for withdrawal.
- E. If the CML bank does not have sufficient hours to fund a withdrawal request, the City is under no obligation to pay the applicant any funds. If a withdrawal request is denied in whole or in part because of insufficient dollars to fund the request, the applicant shall be notified in writing of the reason for the denial.

DONATION PROCESS

- A. A regular full or part time employee may donate vacation leave to the Catastrophic Medical Leave Sharing Bank twice annually, which shall occur with the first pay period in December or June. In the event that the CML Bank becomes depleted, the City Council may, in its sole discretion, authorize a third open window period for donation to the Bank.
- B. Donors are required to have a minimum of 80 hours of vacation leave available to them in their accrued vacation leave bank after a donation is made.
- C. Donation to the CML bank is irrevocable.

TENNESSEN WARNING

Information provided pursuant to the Catastrophic Leave Donation Policy is classified as personnel data pursuant to Minnesota Statutes, Section 13.43, as amended. You are not legally required to participate in the program and are therefore not required to provide any information. If you choose to participate in this voluntary program, you will be required to provide the information set forth above in order to donate or receive donated leave.

The requested and required information regarding leave donation requests, including medical information and the basis for leave donation requests will be disclosed to those individuals whose work assignments reasonably require access, including committee members, insurance vendors, consultants and attorneys. The information may also be

used to make decisions regarding your eligibility for extended sick leave, family and medical leave, and other leaves; your eligibility for workplace accommodations, including accommodations for disabilities; and other benefits. The information may also be shared with other agencies authorized by law to receive specific data, including but not limited to: Civil/human rights; Worker's Compensation; Unemployment Compensation; and Labor Contracts.

Information regarding the value of donated leave as taxable income will be reported to the Minnesota Department of Revenue, the Internal Revenue Services and security tax programs.

17.4413 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.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

17.4514— 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. 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.

Every employee eligible to vote may be absent from work during a regularly scheduled election, or during the period allowed for voting in person before election day, for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on

the day of that election. Employees wanting to take advantage of such leave are required to coordinate with the Department Head to avoid coverage issues.

17.15 Reasonable Work Time for Nursing Mothers

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minn. Stat. §181.939, as amended) gives pregnant and lactating employees certain legal rights and remedies. The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, in accordance with and to the extent required by applicable law. The break time may run concurrently with rest and meal periods already provided to the employee.

The City will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Please refer to Exhibit E to view the required Reasonable Work Time for Nursing Mothers notice.

ARTICLE 18. EMPLOYEE INSURANCE

Section 18.01 Medical Insurance

The City provides a medical coverage insurance plan for eligible employees as described in the Summary Plan Description.

The insurance coverage takes effect the first day of the month coinciding with or immediately following the employee's date of hire, except as required by applicable law, including, but not limited to, the Affordable Care Act. The City provides contributions to health insurance premiums as approved annually by the City Council.

The City will contribute towards the health insurance premiums of employees and elected officials as described in Exhibit A to this Policy Manual. Information regarding health insurance benefits will be provided by the Human Resource Director for new employees and periodically thereafter. Any further questions pertaining to insurance coverage shall be directed to the Human Resource Director or designee.

Section 18.02 Life and LTD Insurance

The City provides a term life insurance policy for all eligible employees, as described in Exhibit B and the applicable Summary Plan Description. The plan takes effect the first day of the calendar month coinciding with or immediately following completion of six months of employment. The amount of life insurance coverage provided is described in an applicable collective bargaining agreement or determined by the City Council. For elected officials, Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#), and non-union Supervisors, the City will provide life insurance in the face amount described in Exhibit B.

The terms of the long-term disability coverage, including the formula used to calculate the benefit and the waiting period before an employee may receive long-term disability benefits will be established by the City, as described in Exhibit B to this Policy Manual.

Section 18.03 Workers Compensation

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 their 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.

Pursuant to Minnesota State law, the officials of the City elected or appointed for a regular term of office or appointed to complete the unexpired portion of a regular term are included in the coverage of the Minnesota Workers' Compensation Act.

ARTICLE 19. HEALTH CARE SAVINGS PLAN

The City Administrator, Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#) and Non-Union Supervisors are eligible to participate in the Minnesota Health Care Savings Plan ("HCSP"). This plan is pursuant to the Minnesota Statutes, section 352.98 (as amended). Details regarding employees' participation in the Minnesota Health Care Savings Plan are included in Exhibit C. Employees should direct any questions about participation in this plan to the Human Resource Director.

ARTICLE 20. CAFETERIA PLAN

The City of Brainerd offers its employees a cafeteria plan. The plan allows employees to pay for health insurance premiums, and medical and/or dependent care expenses on a

before-tax basis.

The flexible spending program is divided into three (3) separate accounts, which are summarized below:

A. Insurance Premiums Deducted from Paychecks: The amount of premium which is deducted per pay period for health insurance coverage per settled wage/benefits negotiations. Some voluntary insurance deductions may also be eligible.

B. Medical Expenses: Out-of-pocket medical, dental & vision expenses not covered by insurance.

C. Dependent/Childcare Expenses: Dependent care expenses for the care of a child under age 13 and/or a dependent regardless of age who requires care due to an inability to care for himself or herself.

The law limits the maximum contributions that employees can make to their flexible spending account and the specific expenses that can be paid out of such accounts. Employees should contact the Human Resources office for additional details.

Further information on the City's Cafeteria Plan may be obtained from the Human Resource Director.

ARTICLE 21. EDUCATION, TRAINING AND DEVELOPMENT

The City Council has determined that it is in the best interest of the City of Brainerd to support continuing education, training, and development of staff members in order that they may carry out their duties in the most efficient and productive manner possible.

To further this policy the City Council does authorize payment for education, training and/or staff development directly related to an employee's current position in order to increase his/her efficiency and productivity in that position in accordance with the following criteria and procedure.

Section 21.01 Education

The City may reimburse a regular employee for tuition expenses and course fees under certain circumstances. There shall be no reimbursement for mileage/parking expense. Qualifying tests (SAT, ACT, GRE, CLEP, etc.), required books, student activity fees, and material costs will not be reimbursed. Courses for which the employee receives another source of funding, such as a grant or scholarship, will not be eligible for reimbursement.

1. Pre-Approval. Prior to starting a class or classes, and in any event no later than August 1 of each year, the employee must obtain written approval from the employee's Department Head and the City Administrator or BPU Commission (for BPU employees only) that the class, certificate, or degree is

job related and that the request would benefit the City. Specifically, the courses must be from an accredited institution and directly related to the employee's current assignment or has the potential for promotional opportunities for the employee. The Department Head must verify that the Department budget will cover this expense before recommending approval to the City Administrator or BPU Commission. Each approval shall be limited to a single course or academic term. Enrollment in a multiple-year course of study, or approval of reimbursement for any portion of such a course of study does not guarantee that funding will be available in subsequent years or that the City will approve any future course of study, even if related to one that was approved in the past. An employee who is requesting reimbursement for education expenses must have been a regular employee of the City for at least one year before the scheduled course is scheduled to begin.

2. Satisfactory Completion. The employee shall provide the Department Head with proof of satisfactory completion with a grade of "B" or better of any course requested for reimbursement, prior to reimbursement.
3. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
4. Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
5. Time Off. If class is during the regular workday, an employee must take that time as compensatory time, vacation time, or leave of absence without pay, or the employee can request a flexible scheduling arrangement, subject to approval by the Department Head and City Administrator or BPU Commission (for BPU employees only). Classes or course work taken by the employee must not disrupt or interfere with the normal Departmental operations. Completion of preparatory work and homework are not permitted during scheduled work hours.
6. Continued Employment. The employee must remain with the City of Brainerd following completion of the course for which the City provided reimbursement pursuant to this policy, or else return to the City the expense amount(s) reimbursed pursuant to this policy. If the employee voluntarily terminates employment with the City after receiving education reimbursement pursuant to this policy, the employee must repay the reimbursed tuition immediately according to the following schedule:
 - Up to 1 year after receiving reimbursement – 100% of the tuition reimbursement
 - 1 year but less than 2 years after receiving reimbursement – 66% of tuition reimbursement
 - 2 years but less than 3 years after receiving reimbursement – 33% of

- tuition reimbursement
 - 3 years or longer after receiving reimbursement – 0% of tuition reimbursement
- 7. Funding Procedure. Subject to paragraph 4, above, the City will reimburse its employees for tuition expenses up to a maximum of \$1,500 per calendar year with a total lifetime maximum of \$6,000. All reimbursements shall be subject to applicable IRS regulations. The scope, terms and conditions of this reimbursement shall be defined and interpreted by the City Administrator or BPU Commission (for BPU employees only). Reimbursement is further limited based on availability of budgeted funds. Reimbursements are on a first come, first served basis and shall not exceed the department budget. In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Administrator (or BPU Commission, for BPU employees only) shall have the discretion to apportion the available funds, including the discretion to refuse reimbursement.
- 8. The Human Resource Director will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.

Section 21.02 Training and Development

1. The City will pay for job-related, position specific training approved by the Department Head and City Administrator or BPU Commission (for BPU employees only) and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training, as determined by the Department Head in consultation with the City Administrator or BPU Commission (for BPU employees only).
2. Subject to Paragraph 1 of this ARTICLE, the City will pay for, or reimburse employees for, any and all training required by the City, including training required to attain or maintain job-related certification. Payment of training and/or conference expenses must not exceed \$1,500 per employee per fiscal year, excluding travel and subsistence costs. Exceptions must receive approval by the City Administrator or BPU Commission for BPU employees.
3. Attendance at training or conferences out of state is generally approved only if the training or conference is not available locally. All requests for out-of-state travel and/or national conferences that are applicable to their current position are reviewed for approval/disapproval by the City Administrator or BPU Commission for BPU employees.
4. The Department Heads will maintain records on all employee training done at

City expense.

5. The procedure for payment for training and development is as follows:

- a. A request for payment of fees and course materials must be approved by the City Administrator or BPU Department Head (for BPU employees only), or designee. Such approval will only be granted when it can be demonstrated that the training directly relates to the employee's present position and that it will potentially enable the employee to perform his/her duties in a more efficient and productive manner.
- b. All course materials paid for by the City are the property of the City of Brainerd and shall be brought to the Department Head of the appropriate Department upon completion of the training.

For purposes of this policy, training and development will include seminars, workshops, and training sessions designed to provide specific applications to an employee's present position. Such training must be approved by the Department Head or the City Administrator.

The City Administrator may grant a leave of absence with or without pay to an employee for the purpose of attending schools, meetings, conferences, and other functions which are a benefit to the City of Brainerd, if, in the City Administrator's judgment such leave will not cause disruption of service.

All training and education opportunities described in this policy are subject to the availability of funds and the budgets of individual departments as well as the City's overall budget.

Section 21.03 Commercial Driver's License Training

The City may disburse tuition payments on behalf of an employee who is required to hold a Commercial Driver's License ("CDL") for CDL training from an approved CDL training provider. These disbursements shall be regulated by the below requirements. Training for which the employee receives another source of funding, such as a grant or scholarship, will not be eligible for disbursement.

1. Pre-Approval. Prior to starting a CDL training from an approved CDL training provider, and in any event no later than 30 days before said training shall occur, the employee must obtain written approval from the employee's Department Head and the City Administrator that the CDL training is job related, that the training is with an approved CDL training provider, and that the request would benefit the City. Specifically, the training must satisfy training requirements for entry-level drivers under 49 C.F.R. §§ 380.600 – 380.609, including Behind-the-Wheel training curricula. The training must be related to the employee's current assignment or has the potential for promotional opportunities for the employee. The Department Head must verify that the Department budget will cover this

expense before recommending approval to the City Administrator. Each approval shall be limited to a single CDL training program. Enrollment in a multiple-year program, or approval of disbursement for any portion of such training does not guarantee that funding will be available in subsequent years or that the City will approve any future program, even if related to one that was approved in the past. An employee who is requesting disbursement for CDL training must have been a regular employee of the City for at least 30 days before the scheduled course is scheduled to begin.

2. **Payment.** After approval of the course or program for which a tuition disbursement is sought, the City agrees to directly pay the approved CDL training provider, on behalf of the employee. Payment to the CDL training provider will be based on budgeted funds available for the current fiscal year and the number of employees with identical tuition disbursement agreements. The City will pay the training provider per training program as long as the invoice is submitted within the enrollment date determined by the CDL training provider. The City will only make payments to the CDL training providers towards the tuition for the CDL training for which tuition disbursement is sought. The City shall not be obligated to pay any amount towards non-tuition expenses, such as fees and expenses for books, technology fees, or other non-tuition amounts.
3. **Disbursement Agreement.** The employee must enroll in and complete the pre-approved CDL training and incur tuition expenses during their enrollment in order for funds to be disbursed under this Agreement. The City is not obligated to pay any amount under this Agreement, and any such obligation shall cease, if the employee does not complete the training, receives a failing grade, attends a non-approved CDL training provider, attends CDL training for which approval has not been received, resigns or abandons their employment with the City, or is terminated from their employment.
4. **Work Hours.** Pay for attending training shall follow IRS training requirements or the applicable collective bargaining agreement, whichever is greater. Employees shall have the opportunity to utilize comp time in lieu of overtime for said work hours. The CDL program must not disrupt or interfere with the normal Departmental operations.
5. **Repayment Obligation.**
 - a. The employee shall repay, within twelve months of the disbursement of the amount, any amount disbursed for tuition for any course or program:
 - i. for which the employee does not complete the course work;
 - ii. in which the employee receives an incomplete or failing grade;
 - iii. that is from an unaccredited institution;
 - iv. that has not been approved by the City; or
 - v. that is not required for licensure.

- b. Continued Employment. The employee must remain with the City of Brainerd following completion of the CDL training for which the City provided disbursement pursuant to this policy, or else return to the City the expense amount(s) disbursed pursuant to this policy. If the employee voluntarily terminates employment with the City after receiving disbursement pursuant to this policy, the employee must repay the disbursed tuition immediately according to the following schedule:
 - i. Up to 1 year after receiving disbursement – 100% of the tuition disbursement
 - ii. 1 year but less than 2 years after receiving disbursement – 66% of tuition disbursement
 - iii. 2 years but less than 3 years after receiving disbursement – 33% of tuition disbursement
 - iv. 3 years or longer after receiving disbursement – 0% of tuition disbursement
 - c. If the employee fails to repay any obligation owed hereunder within the time frame for repayment set forth herein, the City shall be permitted to collect any unpaid amounts, in any manner permitted by law. The employee shall be liable for any and all costs, including reasonable attorneys' fees, incurred by the City in instituting any action to recover the amount due.
 - d. The employee understands and agrees to these repayment obligations.
_____ (Initialed by employee)
6. Funding Procedure. Subject to paragraph 5, above, and approval by the City Administrator, the City will disburse tuition for employees for approved training expenses that have been approved by the City Administrator. All disbursements shall be subject to applicable IRS regulations. The scope, terms and conditions of disbursement shall be defined and interpreted by the City Administrator. Disbursement is further limited based on availability of budgeted funds. Disbursements are on a first come, first served basis and shall not exceed the department budget. In the event a department receives disbursement requests that exceed its budget allocation for education disbursement, the Department Head and City Administrator shall have the discretion to apportion the available funds, including the discretion to refuse disbursement.
7. The Human Resource Director will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting disbursement.

ARTICLE 22. EMPLOYMENT RELATED REIMBURSEMENTS

Section 22.01 Travel & Meal Reimbursement

If employees are required to travel outside of the area in the performance of their job duties, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred, consistent with this Policy.

Travel Approval

Each Department Head is responsible for ensuring that employee travel is approved only if such travel is for City business and is consistent with City policy. Department Heads are responsible for approving all travel requests within their respective departments and must ensure that departmental budget dollars are sufficient to cover requested travel prior to approving. Requests for travel by Department Heads must have prior approval by the City Administrator. The following approvals are needed prior to employee travel:

- 1) **Same Day with Overnight Travel** – Department Head approval is required.
- 2) **Out of State, More Than 300 Miles From Brainerd** – All out-of-state travel exceeding a 300-mile radius from Brainerd must be approved within the annual budget process which is approved by the City Council and BPU Commission. All employees must receive prior approval from their Department Head. Unless otherwise approved by the City Council or BPU Commission, an employee is only eligible to travel out-of-state more than 300 miles from Brainerd on City business once every other year.
- 3) **Out of State, Less Than 300 Miles From Brainerd** – All out-of-state travel within a 300-mile radius of Brainerd must be approved by the Department Head or City Administrator and does not require City Council or BPU Commission approval.

Such authorization must be received by the employee prior to incurring the actual expenses and shall be subject to the availability of funds and the terms of this Policy.

Reimbursable Expenses

1) Transportation

Several means of transportation exist and each travel request shall consider the least-costly method. For the majority of travel requests, a City vehicle provides the least cost to the City and shall be considered before any other means. Vehicles from other departments may be available and shall be a consideration. Unless otherwise authorized by the Department Head or City Administrator, all City-related transportation must be by City vehicle.

- a) **City Vehicle** – All direct expenses, other than personal expenses, incurred with regard to the use of a City vehicle will be reimbursed, including fuel, oil, and maintenance/repair expenses. Only City employees are authorized and insured to drive a city-owned vehicle. The use of a City vehicle is otherwise subject to the City's policies.
- b) **Personal Vehicle** – When a City vehicle is not available, a personal vehicle may be authorized for use. Mileage for use of personal vehicle when traveling to or from a training or work location other than the employee's regular work location is reimbursed at the rate established by the Internal Revenue Service, based on a statement from the employee as to number of miles traveled. All mileage must be computed from the

employee's regular work location, or from home, if the employee's home is closer to the destination. For purposes of this policy, the term "regular work location" means the work location from which the employee departs for the regular performance of official duties.

- c) **Airplane/Other** – travel by any means other than by City-owned vehicle or personal vehicle must be approved by the City Administrator, regardless of whether the travel is in-state or out-of-state and regardless of the distance of the travel from the City of Brainerd. Reimbursement for travel by bus, airline train, taxi service, car service, rental car, or other mode of consumer transit will be at the actual rate charged (which must be the lowest rate available for the mode transportation in question). No payment will be made without a receipt accompanying the voucher.
- d) **Other related costs** – Reasonable parking fees, car rental, and fares for rail, bus, taxis and shuttles are all subject to reimbursement if related to City business. Taxis and shuttles reimbursement may include a maximum gratuity of 20%. Gratuities in excess of 20% will not be reimbursed by the City. A standard model sedan shall be used when renting a car unless unusual circumstances dictate otherwise.

2) **Lodging**

The City will reimburse the reasonable cost of lodging for training, seminars or conventions of two or more days generally if the event site is **outside a 50-mile radius** of Brainerd. All lodging expenses will be paid based upon receipt from the motel or hotel. The City will reimburse for lodging at the lowest rate for a single occupancy room. All hotels or motels must be approved by the City Administrator or applicable BPU Department Head (or designee) prior to booking.

An increase in lodging rate due to family members staying is not reimbursable. The employee will be reimbursed only the cost of a single occupancy room. All lodging reimbursements are subject to a maximum amount determined by the City Council and identified in the City's expense reimbursement form.

Lodging reimbursement will not be approved for lodging in the event the traveling employee could arrive at the destination on time by leaving Brainerd by 6:30 AM nor will reimbursement be approved if the employee could return to Brainerd by 9:00 PM. No reimbursement for lodging or time will be approved in the event the traveling employee elects to drive a personal vehicle in lieu of City recommended air travel. Entertainment expenses incurred will not be reimbursed, such as in-room movies, mini-bar and optional entertainment-type events including golf, gambling etc. that may be provided at conferences.

3) **Meals**

The City will reimburse the cost of job-related meals if an employee's travel is outside of the Brainerd/Baxter area or if a business meeting is held during typical meal hours. The following guidelines are in place for eligibility of reimbursement for a meal:

Breakfast: The employee is in travel status before 6:00 AM
Lunch: The employee is in travel status between the entire time of 11:00 AM and 1:00 PM
Dinner: The employee is in travel status until 8:00 PM

- a) Meetings scheduled and held during typical meal hours do not automatically necessitate that a meal will be provided at City expense. *The departmental issued credit card shall not be used to pay for meals.*
- b) The maximum amounts per meal and per day attached to the expense reimbursement form apply to the meal, non-alcoholic beverage, sales tax and gratuity.
- c) Gratuities paid by the employee over 20% will not be reimbursed.
- d) Payments for meals cannot be combined in any fashion in order to reimburse an employee for a meal costing more than the maximum amount listed per specific meal. For example, an employee cannot decline a breakfast and/or lunch reimbursement to justify reimbursement of a \$60 dinner.
- e) Meals included as part of a conference, convention, or similar program will be paid in full, whether those meals are included in any registration or tuition fees or presented as a separate charge, and regardless of whether the cost exceeds the established maximum. All such expenses must be approved in advance by the applicable Department Head prior to registration. The Department Head will notify the City Administrator upon approval of any such expenses. Employees are expected to take advantage of meals provided by the conference or seminar. The City will not reimburse an employee for a purchased meal when a meal was provided by the event.
- f) If more than one employee is present at a job-related meal, one employee may pay for the entire meal cost of all employees. The reimbursement request shall clearly identify each employee present for the meal and each employee for whom the employee purchased a meal.
- g) When family members are present for a meal and the employee is claiming reimbursement for his/her meal, a separate detailed receipt for the employee's meal shall be requested. The City shall not reimburse the employee for the cost of any family member(s)' meal.

4) Registration or Membership Cost

The City will reimburse the costs for registration, training and membership incurred to attend approved conferences, seminars and training sessions. A check request or credit card receipt shall be submitted to the City's accounts payable department prior to the event for payment of this type of cost, in addition to obtaining the other approvals required by this Policy. The request shall include the necessary documentation evidencing the amount payable. A departmental credit card may also be used for payment based upon receipt of all necessary travel approvals prior to making payment. Departments shall

strive to utilize any early registration discounts, when available.

5) Non-Reimbursable Meal and Travel Costs

- a. Alcoholic beverages – whether consumed by an employee or a non-employee
- b. Gratuities exceeding 20%
- c. Snacks and other food/beverages outside of the daily meal reimbursements
- d. Meals or events for spouses or family members traveling with an employee
- e. Meals when an event provides for a meal
- f. Private automobile expenses, including gas, oil, repairs
- g. Traffic citations or fines
- h. Travel between an employee's home and work facility
- i. Entertainment expenses
- j. In-room movies, mini-bar or other hotel services not required for City business
- k. Optional entertainment events unless included as part of the overall conference registration fee (e.g. optional golf, sporting events, concerts, and other performances)
- l. Personal losses incurred while on City business
- m. Other costs that are not directly related to City business, as determined by the City Administrator

City Representation

Employees shall be aware at all times that they are representing the City while traveling out-of-town for official City business. Employees given the opportunity to be away from their regular work site are expected to perform in a similar manner as if they were still at work, including following all applicable City policies as if they were at their regular work site. An employee's conduct during a work-related trip or while otherwise representing the City will be treated as if it occurred during regular working hours and at the regular work site. At no times shall alcoholic beverages be consumed by any person(s) driving or riding in a City vehicle.

Section 22.02 Prescription and Non-Prescription Safety Glasses

The City will pay the cost of prescription safety glasses for employees required by OSHA regulations to wear same in performing their work functions, up to a maximum of the base cost as stated in the City's agreement with a local vision provider(s). The employee is responsible for all other costs associated with obtaining the prescription, including eye examination.

The City will provide non-prescription safety glasses for employees required by OSHA regulations to wear same in performing their work functions.

Section 22.03 Safety Boot Policy

The City will pay annually up to 50% of the cost for safety boots for employees required by OSHA regulations to wear same in performing their work functions.

Section 22.04 Damage to Personal Items

An employee's personal items, such as watches and prescription eyewear, which are damaged or destroyed during the course of his/her work shall be reimbursed by the City for the value of the item damaged or the cost of the repair, if possible, up to \$450 per employee in a three (3) year timeframe. In order to receive such reimbursement, the employee must submit a detailed statement describing the item, how it was damaged, whether the employee believes it to be reparable, how the employee determined the value of the item, and any estimated costs of repair.

Section 22.05 Cold Weather Outerwear

Some employees may be required to work outdoors in cold weather for extended periods of time. The City will furnish each such employee one set of insulated cold weather outerwear at a frequency of no greater than once every 36 months, unless damaged beyond repair, as determined at the discretion of the Department Head. The cold weather outerwear will consist of three pieces – a coat, a vest, and a bib overall, and will be insulated brown duck canvas or ANSI, with a City of Brainerd insignia (or BPU insignia, as appropriate) on the coat. The employee will be responsible to keep his or her cold weather outerwear clean and in good repair at all times. The cold weather outerwear shall be kept at work at all times, except for the purpose of cleaning and/or repair to the outerwear.

Section 22.06 Personal Cell Phone Stipend

Employees whose work requires the use of a cell phone and who have been designated to receive a cell phone stipend by the City Council, or designee in their sole discretion will receive a monthly stipend in the amount determined by the City Administrator. At this time, no additional employees will be granted permission for this benefit. Employees receiving a stipend are responsible for:

- A. Providing proof of purchase/lease of cell service, and other documents prescribed by the City to activate and maintain stipend payments, at intervals to be determined by the City Administrator;

- B. Purchase, replacement, repair, or service or operational questions of the phone will be the responsibility of the employee and at the employee's sole expense;
- C. Using a secure password, PIN, or gesture to prevent unauthorized access;
- D. Procuring and maintaining cellular service from a reliable carrier who provides service in the City service area;
- E. Limiting personal use of the cell phone during work hours so as not to interfere with City business or the performance of the employee's job;
- F. Agreeing that their cell phone may be physically or remotely accessed, tracked, modified, or wiped based on City security needs.

The cell phone stipend is intended to cover approximate costs of the employee's cell phone expenses related to work duties. Initial purchase of the cell phone, accessory equipment, and activation fees will be the responsibility of the employee, as will maintenance, insurance, and repair costs (if any). The employee will pay any and all costs exceeding the amount of the cell phone stipend. No stipend will be paid when an employee is in an unpaid leave status for more than 30 days or duties change in such a manner which no longer justifies the payment.

In addition, the City is subject to the Minnesota Government Data Practices Act ("MGDPA") and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal e-mails, text messages, and social media messages created, received, collected, maintained, or generated on an employee's personal cellular device by virtue of his or her position with the City are subject to those laws.

Section 22.07 Approval of Expenses

Employees shall submit an expense reimbursement claim no later than **60 days** from the date the expense was paid or incurred. Requests for reimbursement must be accompanied by a signed Employee Expense Reimbursement Form, as updated from time-to-time by the City. As discussed in this Policy, detailed, itemized receipts and other information shall be submitted with the claim for reimbursement, depending on the type of expense.

The City shall annually and periodically provide an updated Employee Expense Reimbursement Form. This form shall be used for all reimbursement requests related to approved travel or work-related expenses paid by an employee.

- 1) **Detailed Receipts** – each item submitted for City reimbursement must be supported by an itemized receipt indicating a reasonable explanation for the expense. All receipts shall be attached to each reimbursement request.
 - a. Meals will be reimbursed based on a detailed itemized receipt. When a

- credit card is used to purchase the meal, both an itemized receipt and a credit card charge slip indicating the tip amount shall be submitted.
- b. Receipts for parking and taxis may not be available and may be submitted for reimbursement without a receipt.
 - c. Mileage reimbursement for the use of a personal vehicle shall detail not only the mileage but also the location traveled and the business reason for travel.
 - d. Proper departmental expense codes shall be used for each line item.
 - e. Unsupported expenses will not be reimbursed. If an employee is unable to get a detailed receipt or the receipt is lost, a signed statement by the employee detailing the purchased item, the business reason for the expense and certifying that the claim is accurate must be submitted and approved by the Department Head. A copy of the employee's credit card statement may also be provided to help support the dollar amount being reimbursed.
- 2) Employees shall submit an employee expense reimbursement form with all necessary supporting documentation to the appropriate Department Head or designee for review.
 - 3) The expense form will be routed through the Accounts Payable process for payment and approval. Any issues will be communicated back to the employee for correction/clarification.
 - 4) The Finance department will make necessary corrections to reimbursement requests for mathematical errors, gratuities in excess of 20%, to remove any alcoholic beverages and other changes that may be necessary to comply with this policy.
 - 5) Reimbursement will be made with the next City Council check register, or payroll if the meal reimbursement is taxable.

Signing an expense voucher or request for reimbursement certifies the truth and correctness of the expense incurred. Knowingly submitting a false or inaccurate expense voucher, receipt, request for reimbursement, or other record may result in discipline, up to and including termination.

ARTICLE 23. DRUG-FREE WORKPLACE/ALCOHOL ABUSE POLICIES

Section 23.01 Drug-Free Workplace/Alcohol Abuse

It is the policy of the City to provide a drug-free environment. The City's goal is to establish and maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse in compliance with the requirements of the federal Drug-Free Workplace Act of 1988 (as amended) and other applicable law. This requires employees abstain from using alcoholic beverages, cannabis, mood-altering drugs, and drugs that adversely impact performance, prior to the start of their workday, during the work period, during lunch and other work breaks. Any violation of this policy shall result in disciplinary action, up to and including discharge.

- A. The use of alcohol, cannabis, or the illegal use of drugs by an employee on duty can result in a dangerous work environment by negatively affecting job performance and the ability to function safely at work.
- B. The unlawful manufacture, distribution, transfer, possession, or use of drugs while on duty is strictly prohibited. Any such use may justify immediate discharge regardless of job performance. This provision does not apply to possession of drugs by sworn Police Department employees necessitated by their official job duties.
- C. Intoxication, possession, and unauthorized use of alcohol or cannabis while on duty is also prohibited and may justify immediate dismissal regardless of job performance. This provision does not apply to possession of alcohol or cannabis by sworn Police Department employees necessitated by their official job duties.
- D. Tolerance may be shown to an employee expressing a desire and willingness to receive treatment for their drug or alcohol use.
- E. Human Resources will provide any employee, upon request, information regarding alcohol abuse and drug dependency as well as information on available treatment programs.
- F. Confidentiality will be maintained, to the extent permitted by the Minnesota Government Data Practices Act and other applicable laws.
- G. It is the responsibility of the employee to correct his or her unsatisfactory behavior or job performance resulting from drug, cannabis or alcohol use.
- H. The Human Resource Director must be notified by the employee no later than five (5) calendar days following any criminal drug statute or alcohol related conviction

for a violation occurring in the workplace or any arrest or conviction of any criminal drug or alcohol offense.

- I. Violations of this policy may constitute cause for discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending on the severity and circumstances involved.

The City recognizes drug and alcohol abuse as potential health, safety and security problems. Employees needing help in dealing with drug and alcohol problems are encouraged to make use of the medical resources available through their health insurance plans.

Section 23.02 Drug & Alcohol Testing

The City has adopted Drug, Alcohol, and Cannabis Testing Policies, separate from the Employee Policy Manual, covering employees required to hold a commercial driver's license (CDL) or a non-commercial driver's license (non-CDL) to perform their job duties and other employees. All employees are required to sign a document that states that they have received a copy of the policy. Each employee must review the document and abide by its provisions. Copies can be obtained from the City Administrator's office and the Human Resource Director's office.

Section 23.03 Drug-Free Awareness Program

To assist employees in understanding the perils of drug and alcohol abuse, the City has established a Drug-Free Awareness Program. This drug and alcohol policy constitutes the City's drug-free awareness program and fulfills the notification requirements of the federal Drug-Free Workplace Act of 1988 (as amended). The City will use this program as an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. The program will inform employees of the dangers of drug and alcohol abuse, explain the City's Drug and Alcohol Policy and the sanctions imposed for its violation, and highlight any treatment, counseling, and rehabilitation referral services that may be available to employees in the City. Nothing set forth in this policy is intended to conflict with state law.

An employee convicted of a criminal drug offense committed in the course of employment will be subject to appropriate disciplinary action and/or required to complete successfully an appropriate rehabilitation program at the employee's own expense unless provided to the employee through insurance coverage. The City, in its sole discretion, shall determine what disciplinary action is appropriate.

Section 23.04 Tobacco Use

A. PURPOSE

The City has established this policy regulating tobacco use in City-owned buildings and vehicles:

1. To comply with the Minnesota Clean Air act.
2. To respond to the increasing evidence that tobacco use creates a danger to the health of persons who use tobacco as well as persons who are present in a smoke-filled environment.
3. To promote a safe and healthy environment for staff and citizens and to set an example to the community in limiting tobacco use.

B. STATEMENT OF POLICY

1. All City-owned buildings and vehicles shall be tobacco-free which includes smoking, as defined by Minnesota Statutes, section 144.413, as amended, the use of tobacco products and electronic cigarettes, as defined in Minnesota Statutes, section 609.685, as amended. Park shelters are exempt from this policy to the extent provided by applicable law.
2. Tobacco use is prohibited within all City-owned buildings, this includes employee workstations, employee break areas, reception areas, storage areas, hallways, meeting rooms and all other areas inside buildings not specifically mentioned herein.
3. Within City-owned vehicles, smoking and other tobacco use is prohibited by any and all occupants.
4. All individuals on City premises share in the responsibility for adhering to and enforcing this policy. The responsibility for compliance is shared by employees, Supervisors, and the general public.
5. Employees hosting visitors are expected to inform them of the City's tobacco free policy.
6. Information on approved smoking cessation programs is available to City staff by the Human Resource Director.
7. Complaints of violation of the policy should be directed to the Department Head

responsible for the particular work area or facility involved in the complaint. The Department Head shall be responsible for notifying the violator of the pertinent portions of this policy. Failure to comply with the policy may result in discipline, up to and including immediate termination, if the violation is committed by an employee, or may result in the individual being asked to leave the City's premises, if the violation is committed by a member of the public.

ARTICLE 24. EMPLOYEE SAFETY MANUAL

The City has adopted an Employee Safety Manual, separate from the Employee Policy Manual. All employees are required to sign a document that states that they have received a copy of the manual. Each employee must review the manual and abide by its provisions. Copies can be obtained from the City Administrator's office or the Human Resource Director's office.

ARTICLE 25. POLITICAL ACTIVITY

~~City employees have the right to vote as they please, to express their personal opinions on political subjects in their capacity as individuals and retain membership in political parties.~~

~~An employee may be a candidate for partisan or non-partisan public office provided that no employee shall campaign for such office during actual hours of work. City employees' political activity may be subject to state and federal laws including, but not limited to, the federal Hatch Act, the Minnesota Fair Campaign Practices Act, and Minnesota Rules part 9575.0080, and all amendments thereto.~~

~~No employee will be permitted to express any view on any legislative protocol, candidate for office, elected official, or other topic on behalf of the City unless expressly approved to do so by the City Council or designee. Any and all lobbying activities undertaken, or purportedly undertaken, on behalf of the City must be approved in advance by the City Administrator and comply with the City's expectation and direction for such activities.~~

~~The City prohibits employees from participating in political activities on City time, using City resources, or while performing City functions, except as required by law. Employees must not identify themselves as a City employee by either appearance or declaration while expressing personal political opinions.~~

City employees have the right to express their views and to pursue legitimate involvement in the political system outside of work time. Any employee who becomes a candidate for federal, state or municipal elective office, or assumes a federal, state, or municipal elective office, is expected to properly fulfill their normal duties during such candidacy and while holding such office and may be disciplined for failure to do so. An employee

Commented [KS5]: This language is recommended by the LMC due to 2024 legislative changes.

holding such office will be permitted time off from regular employment to attend meetings required by reason of the public office. Such time off may be without pay, by using appropriate paid leave, or made up with other hours, as agreed between the employee and the department director.

Any employee whose principal employment in the city is in connection with an activity which is funded in whole or in part by the United States or a federal agency is also subject to the restrictions and penalties of the Federal Hatch Act (5 U.S.C. § 1501-1508). Political activity should not impair objectivity or the perception of objectivity in carrying out city work.

City employees cannot use their official authority or influence through their employment with the city to compel a person to apply for membership in or become a member of a political organization, or to compel a person to pay or promise to pay a political contribution, or to compel a person to take part in political activity. While at work, city employees must be politically neutral in the performance of their job duties and cannot engage in political activity while at work, on city property, or by using city resources (such as city branded clothing or uniforms, photos, ID badges, nametags, or using the city's email system or technology). Furthermore, employees should not use their city job title in conjunction with any political work or endorsements.

ARTICLE 26. HARASSMENT

It is the policy of the City that harassment and inappropriate conduct of employees is prohibited. The City seeks to promote a professional work environment where employees can perform their jobs free from abuse by others. This policy applies to all of the City's employees while performing their duties as employees within or outside the workplace. For purposes of this policy, employees include all individuals who are hired, elected, appointed, or contracted to provide services to the City.

Harassment is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates, or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, or degrading environment, or interferes with or adversely affects a person's work performance based on race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.

Harassment does not include the conduct or actions of Supervisors intended to provide employee discipline, such as deficiency notices, performance evaluations, oral

warnings, reprimands or other supervisory actions intended to promote productive performance.

A. STATEMENT OF POLICY

It is the policy of the City that harassment will not be tolerated. All employees are prohibited from engaging in the harassment of any other employee or other person in the course of or in connection with employment. The desired standard of employee behavior is one of cooperation and respect for each other, despite any differences. Employees have a right to a workplace free of verbal and/or physical harassment.

B. SEXUAL HARASSMENT

1. Definition

For purpose of this policy, sexual harassment is defined as physical or verbal conduct relating to an individual's gender or directed at an individual because of gender, unwelcome sexual advances, request for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual or gender-related nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or continuing employment or a basis for employment decisions affect that individual; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in any employment decisions affecting the individual or decision related to the individual's access to public services or public accommodations affecting said individual; or
- c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public service, or public accommodation, or of creating an intimidating, hostile or offensive employment environment.

A single act or communication may constitute sexual harassment.

2. Examples of Conduct that can Constitute Unlawful Sexual Harassment

Examples of sexual harassment include, but are not limited to, the following:

- a. Unwelcome subtle or overt pressure for sexual activity.
- b. Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.
- c. Verbal abuse or innuendo of a sexual nature.
- d. Unwelcome physical contact such as touching, hugging, patting, pinching, pawing, poking, or slapping.
- e. Any unwelcome sexual or sexually motivated touching.

- f. Comments of a sexual nature about an individual's body or sexual terms used to describe an individual.
- g. Display or distribution of sexually suggestive or sexually explicit objects or pictures, including cartoons, articles, pictures, and other graphics which have a sexual conduct and which are not necessary for work.
- h. Jokes or remarks of a sexual nature to, or in the presence of, people who may find them offensive.
- i. Prolonged staring or leering at a person.
- j. Use of suggestive facial expressions, gestures of a sexual nature, or sexually suggestive or insulting sounds.
- k. Any demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment status or promises of preferential treatment or other indication, express or implied, that an employee's job security, assignment, opportunities for advancement, or other terms or conditions of employment may depend on the granting of sexual favors to any other employee, supervisor, elected official, or manager.
- l. Any action relating to an employee's job status, which is taken as a direct result of the granting or refusal of social or sexual favors.
- m. The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.
- n. Indecent exposure.
- o. Other physical or verbal conduct directed at another because of sex or gender.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between people that are acceptable to both parties are not considered to be sexual harassment.

C. OTHER PROTECTED CLASS HARASSMENT

Other protected class harassment is offensive conduct or communication based on an individual's race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), color, creed, religion, national origin, sexual orientation (including gender identity or expression), disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by state or federal law when:

1. Submission to such unwelcome conduct or communication is made either explicitly or implicitly as a term or condition of obtaining or retaining employment or access to public services or accommodations;
2. Submission or rejection of such unwelcome conduct or communication by an individual is used as a factor for any employment decision or decision related to the individual's access to public services or public accommodations affecting said individual; or
3. Such unwelcome conduct or communication has the purpose or effect of

substantially interfering with any person's employment, public services or public accommodation, or creating an intimidating, hostile, or offensive work environment.

D. Department Head/Supervisory Responsibilities

Department Heads and Supervisors are responsible for maintaining a work environment free of sexual harassment and other protected class harassment. It is their responsibility to ensure that all employees comply with the City's Policy. Department Heads and Supervisors must respond promptly and appropriately to both allegations and confirmed reports of harassment.

In the absence of a complaint, Supervisors and Department Heads observing conduct that may constitute prohibited harassment in the workplace are responsible for calling such behavior and this policy to the attention of the participants at the time of the observance. A written summary of the discussion shall immediately be forwarded to the City Administrator.

Supervisors and Department Heads receiving complaints or reports of alleged inappropriate conduct shall immediately forward a report to the City Administrator prior to taking any action on the complaint. The City Administrator or designee will make the determination as to whether, and to what extent, an investigation is warranted, who will investigate, and what methods will be used in the investigation.

Failure of a supervisory employee to immediately forward reports of observances or complaints to the City Administrator shall be grounds for disciplinary action, up to and including termination of employment.

E. Employee Responsibilities

All City employees are expected to treat all other employees and the public with respect and to comply with this policy. Any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including discharge from employment.

F. Complaint Procedure

Any employee who believes he or she is being subjected to sexual harassment or other protected class harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to a Supervisor, the Department Head, or the City Administrator. While the City encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report should be prepared to supply the following information:

1. Date, time and location of incident
2. Identification of the offender(s)
3. A detailed description of the incident
4. Any materials in the complaining employee's possession related to the incident (e.g. cartoons, articles, pictures)
5. Identification of any potential witnesses to the incident

Additionally, at the time of the incident, if you are the employee being subjected to the inappropriate behavior and feel comfortable in doing so, you may, but are not required to, courteously, but firmly, tell the individual(s) engaging in the inappropriate behavior to stop the behavior because the behavior makes you feel intimidated, offended or uncomfortable. Include a summary of this discussion in your report to the Supervisor or City Administrator.

Any Department Head or other supervisory employee who receives a formal or informal, oral or written report of harassment shall inform the City Administrator immediately without screening or investigating the report, unless the City Administrator is involved or has a conflict of interest, in which case the report shall be made to the Mayor pursuant to the reporting procedures. Failure of any supervisory employee of the City to forward such a report to the appropriate party shall be grounds for discipline.

By the authority of the City Council, the City Administrator, upon receipt of a report or complaint of sexual harassment or other protected class harassment, shall undertake or authorize an investigation. The investigation may be conducted by City Officials or by a third party designated by the City.

The City may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

The investigation methodology will be determined by the investigator depending on the specifics of each complaint. Investigations typically include, at a minimum, interviews with the reporting employee, the complaining employee (if different from the reporting employee) and alleged offender(s). The investigation methodology may additionally include additional interviews, document review and other methods deemed pertinent by the investigator.

G. Confidentiality

Records maintained pursuant to this policy are subject to the Minnesota Government Data Practices Act, the Minnesota Records Retention Act, and other applicable laws. Subject to those laws, every effort shall be made to respect the privacy of the parties to a complaint, without compromising the thoroughness of the investigation.

H. No Reprisal for Filing Complaint of Harassment

The City will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists in the investigation of such a complaint regardless of the outcome of such investigation. The City will discipline or take other appropriate action against any employee who engages in acts of retaliation toward these individuals. For purposes of this policy, retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

I. Disciplinary Procedure

1. An employee who violates this policy will be subject to disciplinary action up to and including discharge.
2. Any employee who prevents or attempts to prevent an individual from reporting a suspected violation of this policy or who interferes in any way with the investigation of such a report will be subject to disciplinary action, up to and including discharge.
3. Any employee who retaliates or discriminates against an individual who reports a suspected violation of this policy or assists in the investigation of such a report will be subject to disciplinary action, up to and including discharge.
4. Supervisor, managers, or Department Heads who become aware of violations of this policy in their department, even in the absence of a formal complaint, shall take appropriate disciplinary action, in consultation with the City Administrator.
5. Any non-employee found to have violated this policy may be removed from the City property or other appropriate action may be taken.

The Data Practices Act may allow individuals who are not directly involved with the complaint to access records related to the complaint in certain circumstances.

ARTICLE 27. GRIEVANCES

It is the policy of the City insofar as possible to prevent the occurrence of grievances and to deal promptly with those which occur. For purposes of this policy, a grievance is defined as a dispute or disagreement as to the interpretation or application of the City's personnel policies.

Employees shall have the right to present grievances either individually or as a group. Grievances shall be presented to the City Administrator in writing, within five (5) calendar days of the occurrence of the alleged grievance.

The City Administrator shall respond to an employee's grievance within fourteen (14) calendar days after receiving the alleged grievance. The decision of the City Administrator is final, except that when the City Administrator is directly involved in the grievance, appeal may be made to the Personnel and Finance Committee for final decision within fourteen (14) calendar days of the City Administrator's decision. In such an appeal, the Personnel and Finance Committee's decision is final. In the event that the City Administrator does not respond to the grievance within fourteen (14) calendar days of receipt, the grievance shall be considered denied for purposes of the appeal time period discussed above.

In compliance with federal or state law, an employee may also grieve any alleged unsafe act or practice, adverse working conditions, violation of civil rights, and alleged hazardous materials management.

Concerns that employees have should not go directly to individual members of the City Council. The City Council acts as a body and not as individuals. Likewise, individual Council members giving direction to staff without the knowledge of the City Administrator is inappropriate. Again, the City Council gives its direction, as a policy making body, to the staff through the Administrator.

ARTICLE 28. DISCIPLINE AND DISCHARGE

Section 28.01 At-Will Employment

City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including failure to observe proper workplace conduct adopted by the City Council. It is the policy of the City to administer disciplinary penalties without discrimination. Except for probationary employees and as expressly described in this Policy, employees may use the grievance procedure as per the personnel policy with

respect to any disciplinary action. To the extent feasible, the supervisor or department head shall gather relevant information before reporting the incident to the Human Resource Director. At the direction of the Human Resource Director, the supervisor or department head may gather additional relevant information and investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Nothing in this Policy shall be interpreted as altering the City employees' status as "at-will" employees or creating any type of "just cause" standard for discipline or termination. When determining whether to impose discipline, including termination, the City may consider all relevant factors, including, but not limited to, the seriousness and frequency of misconduct, and the employee's discipline history.

Grounds for discipline and discharge will include, but is not limited to the following:

- A. Incompetence, ineffectiveness, or inefficiency in the performance of duties;
- B. Criminal conduct which would constitute a felony, gross misdemeanor, or misdemeanor except as limited by Minnesota Statutes, Chapter 364 (as amended);
- C. Violation of any City policy, procedures, work rule, regulation or City ordinance, including the provisions of this manual and any safety and/or health policies and procedures;
- D. Being under the influence of alcohol, cannabis, drugs, or controlled substances while performing duties for the City, while on City premises, or while acting as a representative of the City off premises;
- E. Discourteous, hostile, insulting, abusive, or inflammatory conduct toward the public, a fellow employee or fellow employees, a supervisor or supervisors, a member of the City Council or members of the City Council, or a member of any City commission, or members of any City commission;
- F. Theft, misuse, carelessness and/or negligence in the handling or control of City property or property entrusted to the employee by the City, including allowing unauthorized persons to ride in City vehicles, or the unauthorized appropriation of City property for the employee's own use;
- G. Inducing or attempting to induce a person, officer or employee of the City to commit an unlawful act or to act in violation of any City policy, procedure, regulation, ordinance, or workplace directive or order;
- H. Dishonesty in the performance of duties;

- I. Sleeping during work hours;
- J. Willful misconduct or insubordination;
- K. Acceptance of a gift under circumstances from which it could be inferred that the giver expected or hoped for preferred or favorable treatment in conduct of City business and/or acceptance of a gift in violation of applicable law or City policy;
- L. Unapproved use of paid work time and/or equipment in outside employment or for personal benefit;
- M. Falsely stating or falsely making claims of injury or illness;
- N. Gambling while on duty, on City property, or using City equipment or resources;
- O. Inability to perform the essential functions of the employee's job, whether due to physical or mental impairment, or otherwise;
- P. Any possession, sale, distribution, possession, or unauthorized use of alcohol, cannabis, or controlled substances, during working hours and/or while representing the City;
- Q. Unexcused absence from work;
- R. Tardiness in reporting to work;
- S. Improper reproductions or misuse of copyrighted materials;
- T. Theft of City property or personal belongings of others;
- U. Abuse of official position with the City to achieve personal, political, or financial gain;
- V. False or inaccurate claims for reimbursement of expenses;
- W. Disorderly, abusive, or indecent conduct that causes disruption of the work environment, including fighting;
- X. Unauthorized possession of weapons on City property;
- Y. Allowing unauthorized visitors into unauthorized City offices and locations;
- Z. Unauthorized disclosure of private, confidential, or nonpublic data;
- AA. Failure or refusal to comply with City or department regulations, policies, or

procedures; and

BB. Any other conduct which, in the discretion of the City, constitutes a breach of the standards of behavior which it should reasonably expect of its employees.

Employment at the City may be terminated at the will of either the employee or the City, at any time, and for any legal reason or no reason.

Section 28.02 Procedures

- A. Discipline may be in one or more of the following forms, although **the City of Brainerd reserves the right to take any disciplinary action at any time:**
1. oral reprimand;
 2. written reprimand;
 3. suspension;
 4. demotion; or
 5. discharge.
- B. Suspension, demotion and discharge will be in written form and will state the reasons for such action.
- C. Reprimands, notice of suspension, and notice of discharge are to become part of an employee's personnel file. The employee will receive a copy of any reprimands and/or notices.
- D. Employees receiving a written reprimand, suspension, demotion, or discharge shall be given a copy of the discipline document and sign the original, acknowledging that he or she has received the written reprimand, suspension, demotion, or discharge. The signature of the employee does not necessarily indicate that he or she agrees with the disciplinary action. If the employee refuses to sign the original written reprimand, suspension, demotion, or discharge, such refusal will be noted on the discipline document. All written discipline will be placed in the employee's personnel file.
- E. Consistent with applicable law, employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Administrator or designee.

Section 28.03 Supervisory Authority

- A. Oral and Written Reprimands. Department Heads have the authority to impose oral and written reprimands without prior approval of the City Administrator. The Department Head must maintain a record of each verbal reprimand. A verbal

reprimand may not be appealed or submitted through the grievance process.

B. Suspension. The City Administrator may suspend an employee.

C. Demotion and Discharge. An employee may be demoted or discharged by recommendation of the City Administrator and final determination by the City Council.

Section 28.04 Right of Appeal

An employee may appeal an oral or written reprimand verbally or in writing to the City Administrator within five (5) work days after disciplinary action has been imposed. The City Administrator will make the final determination and will inform the employee in writing regarding the decision made.

An employee may appeal a suspension without pay, or recommendation for demotion or discharge to the City Council by requesting, in writing, that a hearing be conducted for that purpose. Such request must be made by the employee to the City Administrator within five (5) days after disciplinary action has been imposed. At its sole discretion, the City Council may hold the hearing at its next regularly scheduled meeting or any date within thirty (30) days of such meeting. The City Council has the sole discretion to conduct the hearing or to appoint a subcommittee to conduct the hearing. If the City Council appoints a subcommittee, the subcommittee shall make its recommendation to the City Council at the next regularly scheduled meeting of the City Council following the hearing. The decision of the City Council will be final.

If the appeal is upheld by the City Council, the employee shall receive all payments, benefits and service accrual which the employee would have earned during the period of suspension without pay, demotion or discharge and be reinstated to the position.

For purposes of the Minnesota Government Data Practices Act, the initial disciplinary decision constitutes the final disposition of a disciplinary matter, unless the employee files a timely appeal with the City Council. In such cases, the City Council's decision constitutes the final disposition.

The procedures described in this Section are employees' exclusive remedy for challenging a disciplinary action using these Personnel Policies. The grievance procedure described in Article 27 is not applicable to disciplinary decisions.

ARTICLE 29. ACCIDENT PROCEDURES

As a City employee, it is important that you are aware of certain procedures to be followed if you are injured on the job or involved in an accident while operating City equipment. These procedures have been established to protect your interests as an employee, as

well as protect the City.

Employees shall comply with all federal and state laws and rules concerning vehicles and their safe operation. Safety devices, such as seat belts, lights, horns, etc., shall be utilized.

Compliance with speed limits, safe driving procedures, and proper licensing requirements will be enforced by the City.

Employees are responsible for performing routine checks (i.e., tire pressure, oil, turn signals, lights) before operating a City-owned vehicle.

If you are involved in an accident while operating any City-owned vehicle or piece of equipment, or while engaged in City business with any hired or privately-owned vehicle:

- A. Notify the police and/or emergency medical services, as appropriate, by dialing 911, and your supervisor IMMEDIATELY.
- B. Request that all parties and property concerned remain at the scene of the accident, if possible, until a law enforcement representative has released them.
- C. Obtain identifying data from the driver of the other vehicle (i.e. name, address and insurance company).
- D. Secure names and addresses of injured persons and any witnesses to the accident.
- E. Employee responsibility is to refrain from making statements regarding the accident with anyone other than the investigating law enforcement representative, appropriate City officials, and representatives of his or her own insurance company, if the employee's privately-owned vehicle is involved. Statements made to investigating authorities should be confined to factual observations. A copy of all police reports and any statements attached thereto will be forwarded to City Administration or designee within one day of receipt by the employee(s) involved in the accident.
- F. Employees shall refrain from admitting fault or liability and must gather all applicable loss data, witnesses, injured parties, passenger names, vehicle and driver's license numbers.

Employees who sustain personal injury or illness in any work-related accident are **REQUIRED** to report the injury to their supervisor immediately (no matter how minor). Once your supervisor has been notified of an accident, he/she will inform you of the steps to be taken to properly report and record the occurrence. Your supervisor may also direct

you to proper medical attention where necessary. If it is necessary for you to complete an "Employee Incident" form, it should immediately be completed and returned to your supervisor. If it is necessary for you to miss work because of a work-related accident, it is your responsibility to keep your supervisor Informed of the date you are able to return to work. In most instances, your treating physician will provide you with that information during your initial visit.

Please remember that following these simple procedures not only ensures accurate record keeping of accidents and personal injuries as required by law, but also protects your interests as an employee. For your own protection, be sure to report any accidents and injuries you may have, no matter how small.

Employees using a City-owned vehicle may be held liable for accidents in which he or she is involved. Employees will be personally responsible for paying any citation or other criminal sanction received while operating a City-owned vehicle.

ARTICLE 30. STATEMENT OF POLICIES AND PROCEDURES FOR PAYMENT AND/OR REIMBURSEMENT OF COSTS AND ATTORNEY'S FEES FOR MUNICIPAL OFFICERS AND EMPLOYEES

The City may reimburse its employees or officers for costs and reasonable attorney's fees incurred by an employee or officer, to the extent permitted by Minnesota Statutes, section 465.76.

ARTICLE 31. TECHNOLOGY USE

General Information

This policy serves to protect the security and integrity of the City of Brainerd's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources. All employees are responsible for reading and following information that may be distributed from time-to-time about appropriate precautions to protect City systems.

City-owned computers, cellular telephones, mass storage devices, and related equipment used by City employees are property of the City. Except when accessed by the police department for law enforcement purposes, the City specifically reserves the right to audit, monitor, and inspect, without notice, without the user's consent, and for any reason or no reason, employees' use of its computers and related equipment and all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. An audit may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation.

All City owned equipment, including, but not limited to, computers, laptops, telephones, mobile devices, field electronics, mass storage devices, e-mails, voice mail, text messages on City paid cellular telephones, or any other type of equipment provided are City property. Except when accessed by the police department for law enforcement purposes, any such property or equipment may be accessed by the City at any time, for any purpose, with or without notice to the employee, and with or without reasonable suspicion. City employees and other users shall have no expectation of privacy in any property or equipment of the City.

In addition, the City is subject to the Minnesota Government Data Practices Act ("MGDPA") and other laws governing the collection, storage, use, and disclosure of data. All files and documents, including personal messages and internet logs, created, received, collected, maintained, or generated by City employees or using the City's computer and/or related equipment are subject to those laws. In accordance with applicable law, such files and documents may be disclosed in certain circumstances without the permission of the employee or user.

Users should notify IT staff upon learning of violations of this policy. Violation of this policy may result in the removal of hardware and/or software not compliant with this policy, revocation of permission to use the City's computers and/or related equipment, employee discipline, up to and including immediate termination, and/or criminal charges, depending on the nature of the violation. All violations will be addressed consistent with the City's Personnel Policies or applicable union contract.

Data Privacy and Retention

All data stored on computers, related equipment, and media owned, leased or rented by the City is considered to be owned by the City and is subject to the MGDPA, which governs its use and dissemination. All city owned equipment and Information Technology Systems, including e-mail, are City property and subject to inspection by the City at any time, without notice, and for any reason or no reason at all. The City Administrator or Human Resource Director should be contacted with questions regarding the classification of public and private data.

Data Ownership: All information developed or introduced to a City computer or related equipment by a user in conjunction with employment with the City is the property of the City.

Data Storage: All City data must be saved to a network drive on a City server or City provided resource.

Data Deletion: Users are responsible for deleting outdated files that are no longer needed for compliance with the City Records Retention Schedule; this includes data files and email messages that do not need to be retained in accordance with the City's Records Retention Schedule. The City Administrator should be contacted with questions regarding the City Records Retention Schedule.

Data Back-up: The IT department backs up most data stored on network servers or cloud storage. Workstation hard drives or any other devices are not backed up and are subject to failure and may result in permanent data loss.

Personal Use

The City offers employees the privilege of limited personal use of City-owned computers and related equipment. Personal use is allowed under the following guidelines and only during break times or before/after normal paid working hours:

- Only City employees may use City-owned equipment. Family members or friends of City employees are not allowed to use City equipment or technology resources.
- Employees shall not connect personal peripheral tools or equipment (such as cell phones, USB drives, flash drives/cards, disks, digital cameras, or printers) to City-owned systems, without prior approval from IT staff. If permission to connect these tools/peripherals is granted, the employee must follow provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to personal documents, images, audio and video files. IT staff may delete these types of files if found on City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology, including City-issued email accounts, shall not be used for: illegal activities, personal business interests, for-profit ventures, political activities, outside employment, public office or employment which is incompatible with City employment, wagering, betting, or selling chances, annoying or harassing other individuals, fund-raising except for City-approved activities, religious activities, pornographic, obscene, or indecent images or content, forwarding junk email, advertisements, or chain emails, or other uses deemed by City management to be inconsistent with City activities. If any employee has a question as to whether a use is appropriate, that employee must contact the City Administrator or applicable Department Head for permission before

engaging in the conduct in question.

- The City reserves the right to monitor end user activity. Software and/or hardware may be used to monitor, filter, block, or limit internet activity. The City may inspect any data or information stored on its equipment or network, even if the information is personal to the employee.

Hardware

In general, the City will provide the hardware required for an employee to perform their job duties. Requests for new or different equipment should be made to the Department Head, who may consult with IT staff.

Unapproved hardware, including cameras, mobile devices, printers, external storage devices, and any other peripherals that have not been specifically approved by the City may compromise the integrity of the City's computer system and are prohibited. IT staff may, without notice, remove any unauthorized equipment attached to the City's computer system or network.

The City ~~will not may~~ supply mobile devices, including computers, ~~based solely on the desire of to~~ employees to work offsite as approved by the City Administrator. A business need will be required for each mobile device deployment and must be approved by the Department Head. In general, mobile devices will only be issued to employees who: regularly use their device offsite; require a device for access to special software or systems; have a documented business need for a device; and/or require the use of a device while traveling.

Employees are responsible for the proper use and care of City-owned computer equipment. City employees are expected to provide reasonable security to all City-owned computers and related equipment. This includes ensuring that passwords comply with this policy. Removable media must be kept in a secured area. Non-public, private, and/or confidential data must not be displayed in such a manner that unauthorized personnel or others can view or access it. All City-owned computers and related equipment must be secured while off City premises. For instance, employees must not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment must not be exposed to extreme temperature or humidity.

Software

In general, the City will provide the software required for an employee to perform their job duties. Requests for new or different software should be made the Department Head, who may consult with IT staff.

Unapproved software or downloads (free or purchased), games, screen savers, toolbars, clipart, music/audio, and movie/video clips, that have not been specifically approved by the City may compromise the integrity of the City's computer system and are prohibited.

Employees shall not download or install any software (free or purchased) or addons (such as toolbars or clipart) on any City computer or related device without the prior approval of the IT staff. The only exceptions to this policy are updates to software previously approved by IT such as anti-virus, anti-malware, etc. IT staff may, without notice, remove any unauthorized programs or software, downloads, or other files on any City computer, related equipment, network, or electronic resource.

Electronic Mail

The City provides most employees with an email account for work-related use. Minimal personal use of the City email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies. Using the City's email to participate in any kind of personal listservs or mailing list is prohibited.

Employee emails, including those that are personal in nature, may be considered "public" data for both e-discovery and information requests and may not be protected by privacy laws. Personal e-mail transmitted through or saved on the City's e-mail system, computers, network, or other technological resources, may also be monitored as directed by the City Administrator ~~or BPU Commission (for BPU employees only)~~ and without notice to the employee.

In addition, employees must adhere to these email guidelines:

- Do not open email attachments or links from an unknown sender. Review sender's email address, date/time, subject line, and name and file type of attachments to verify legitimacy/relevance. Delete junk or "spam" email without opening. Do not respond to unknown senders.
- Never transmit an email that you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, profanity, etc.).
- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.

- Employees' email use must otherwise comply with all applicable provisions of this policy, all other applicable City policies, and all applicable laws.

Electronic Calendars

A shared calendar environment is provided as part of the City's email software program. All employees are encouraged to keep their electronic calendar up-to-date and may grant relevant staff the ability to view their calendar. All employees are encouraged to utilize the out-of-office automatic replies for known absences.

Phone/Voicemail

Voicemail that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage. All other voicemails should be deleted from the voicemail system (and email system) when no longer needed. Voicemail may be considered "public" data or otherwise subject to disclosure in accordance with the MGDPA. Employees should contact IT staff with any questions about voicemail storage and/or deletion.

Presence/Instant Messaging

Employees who are provided with the City's presence / instant messaging (IM) software should remain logged in when working and may utilize it for communications between City staff. Instant messaging may be considered "public" data, or otherwise subject to disclosure in accordance with the MGDPA and must be kept in accordance with the City's records retention requirements if they constitute an official record of City business. Employees are not allowed to download or install any unapproved messaging software on City devices.

Intranet (Sharepoint)

Employees should keep the City's Intranet (Sharepoint) as their web browser home page and are encouraged to utilize the documents, announcements, links, and calendars to remain informed and share information with other staff.

Storing and Transferring Files

If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private data under the MGDPA or other law, you must check with the City Administrator or applicable BPU Department Head (for BPU employees only) before deleting or releasing the information or file in question. If you are unsure how to create an appropriate file structure for saving

and storing electronic information, contact IT staff.

Employees must adhere to these guidelines when transferring and storing electronic files:

- All electronic files should be stored on network drives or approved web or cloud-based storage locations. IT staff will not back up documents stored on local computer hard drives and hold no responsibility for recovery of documents on local computer hard drives should they fail. Subject to the provisions of this policy, files may be temporarily stored on a mobile device when an employee is offsite; however, the files should be copied to an approved storage location when possible.
- Electronic files created on an employee's personal device or computer must not be transferred to the City's network. City-related files should not be created or stored on an employee's personal device or computer.
- All removable storage media (e.g., CDs, flash or USB drive, or other storage media) must be verified to be virus-free utilizing an IT approved process before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network or other approved location for storage.
- Email that is simple correspondence and not an official record of City business should be deleted when no longer needed.
- Electronic files or emails that contain nonpublic, private, or confidential data should be stored in a location on the City's network that is properly secured.

Any files containing nonpublic, private, or confidential data should not be stored anywhere other than the City's network or other approved location. Employees must obtain the prior approval of the Department Head before taking any file containing nonpublic, private, or confidential data offsite.

Personal Devices

Employees with prior approval may choose to use their own equipment to read or compose email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City's email system, their personal devices could be searched during an e-discovery or other court-ordered scenarios and agree to grant access to their personal devices should such a situation arise.

Passwords

Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must meet minimum complexity requirements designated by IT staff. Employees must change passwords when prompted or as scheduled by IT Staff.
- Multi-factor authentication methods should be used when available for web/cloud-based applications. Multi-factor authentication is an additional layer of security beyond just a username/password and generally requires a code or acknowledgement on a physical device or a code sent by a separate means of communication.
- Passwords should not be shared with anyone including other staff. If it is necessary to access an employee's computer when they are absent, contact your supervisor; IT staff will not provide access to staff accounts without prior approval.
- Passwords should not be stored in any location on or near the computer or stored electronically such as in a cell phone or other mobile device unless properly secured.

Computers and other devices should not be left unattended while a user is logged in- either lock the computer when away (Win+L or Ctrl+Alt+Del) or use a timed screen saver that will require a password to unlock upon return.

Network Access

Non-City-owned computer equipment used in City buildings should only use the public wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City's computer network wirelessly or via a network cable.

Exceptions may be granted by IT staff.

Personal computer equipment may not be connected to the City's network without prior approval of the IT staff. Personal equipment may be subject to password requirements or other electronic security measures as determined by IT staff.

Staff shall not attempt to circumvent or disable firewalls, anti-virus/anti-malware software, software updates and patches, network/computer security settings, or any other measures put in place to protect the network. If access to necessary resources is

obstructed, notify supervisor and/or IT staff to explore options.

Remote Access to the Network

Examples of remote access include, but are not limited to: Virtual Private Network (VPN), TeamViewer, and Windows Remote Desktop connections. While remotely connected to City computer resources, all aspects of this Technology Use Policy will apply, including the following:

- Telework opportunities and remote access to the City's network requires a job specific reason and/or a request from a supervisor to the City Administrator. Remote access privileges may be revoked at any time by an employee's supervisor, Department Head, the City Administrator or IT staff.
- If remote access is from a non-City-owned computer, updated security software (anti-virus and anti-malware) must be installed and operational, and all critical operating system updates must be installed prior to connecting. Failure to comply could result in the termination of remote access privileges.
- Remote access/assistance from third parties is not allowed without prior approval from IT staff. When remote access/assistance from a third party is granted, their activities must be monitored by City Staff.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing a City's cellular data connection to access the internet.
- Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections that are not secure could pose a security risk if used to transmit passwords or private data. Unsecure wireless connections may include cellular networks and wireless access points unless proper security protocols are in place.

Security Compromise

If a virus or malware is suspected on any City device, IT staff must be notified immediately. Any other indications of computer or network security compromise must be reported to IT staff immediately.

Internet

The internet is available to employees for research, education, and communication directly related to the mission, charter, and tasks of the City. Users must honor copyright laws regarding protected commercial software and intellectual property. Users accessing the internet through the City's computers and related equipment should minimize unnecessary network traffic that might interfere with the ability of others to make effective use of this shared network resource. Users are also responsible for adhering to City standards when browsing the internet. Failure to adhere to City standards puts the City and the individual at risk of legal or financial liabilities, potential embarrassment, and other consequences, including immediate termination of employment and other disciplinary actions. The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Approved web browsers include Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome. Usage of other browsers requires prior authorization from IT staff.
- Browsing history including cookies, passwords, and temporary files should be cleared from web browsers frequently or set to automatic delete.
- Limited personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- City data should not be stored in any web or cloud-based application that has not been provided or approved by IT staff.
- If an employee's use of the internet is compromising the integrity of the City's network, IT staff may temporarily restrict that employee's access to the internet. If IT staff does restrict access, they will notify the employee and the employee's supervisor as soon as possible, and work with the employee and supervisor to rectify the situation.
- Social media use on City owned computers should be limited to maintaining the City's social media presence. Personal use of social media on City owned computers is discouraged.
- Peer-to-peer software/applications are not permitted.

- All staff internet use must comply with all applicable provisions of this policy, all other applicable City policies, and all applicable law.

The City may monitor or restrict any employee's use of the internet without prior notice, as deemed appropriate by the employee's supervisor, the City Administrator, or IT staff.

Personal Social Networking on City-Owned Devices

Employees should not use City-owned devices to post to personal sites, including social networking sites. Employees' personal use of City-owned devices should be minimal and must not interfere with their work duties. All personal social networking and other personal use of the City-owned devices must comply with the terms of this policy.

Personal Social Networking While Off Duty and the City's Responsibility

The City of Brainerd has a duty to protect the reputation of the organization and its employees as well as guard against any liability and potential legal risk regardless of when and where social networking activity occurs. 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 (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law. Nonpersonal communications (performed within one's job duties) to members of the public must be professional at all times. With this in mind, employees must use social media (Facebook, X (Twitter), blogs, YouTube, etc.) in a manner that follows the following guidelines:

- Individuals should exercise caution and good judgment when social networking.
- Individuals shall not represent that they are speaking or acting on behalf of the City or presenting any interests of the City.
- Individuals are not permitted to display the City of Brainerd logo on any part of their online profiles.
- Individuals never have the right to post non-public, private, or confidential data, such as information related to co-workers personnel data, medical information, or claims or lawsuits against the City, without obtaining the express written consent of the data subject and/or City Administrator as

appropriate.

- Individuals who use personal social media accounts are not immune from the law. In general, all users of social networking should be aware that the content of these social networking sites can be subpoenaed and used in criminal and civil trials.
- Individuals need to be aware that they have no reasonable expectation of privacy when social networking and use of personal social media accounts are subject to all pertinent City policies, as well as local, state and federal laws.
- The City of Brainerd 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. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs, and twists), creed, color, religion, age, sex, marital status, national origin, sexual orientation (including gender identity and expression), disability, status with regard to public assistance, or any other characteristic protected by state or federal law.
- 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., Brainerd Cop).
- 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.

ARTICLE 32. SOCIAL MEDIA POLICY

The City has adopted a Social Media Policy, separate from the Employee Policy Manual. The Social Media Policy describes the rules and procedures for the administration of City social media accounts. Copies can be obtained from the Human Resources Department.

ARTICLE 33. TELECOMMUTING/REMOTE WORK POLICY

The City has adopted a Telecommuting/Remote Work Policy, separate from the Employee Policy Manual. The Telecommuting/Remote Work Policy describes the situations in which qualifying employees may be allowed to work from home and the conditions on any opportunity to work from home afforded to any employee. Copies can be obtained from the Human Resources Department.

ARTICLE 34. QUESTIONS OR CONCERNS

All employees are required to be familiar with, and abide by, the terms of these policies. Department Heads and the Human Resource Director are ready to answer questions, or to further explain and obtain information about any phase of this manual which is not clear. All employees should feel free to ask questions of their Department Head, the Human Resource Director, and the City Administrator.

Reviewed and adopted by the City Council

Date: [January 2, 2024](#)

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the City of Brainerd Personnel Policy. I understand that this document contains important information regarding the City's general personnel policies and my privileges and obligations as an employee. I will familiarize myself with the personnel policy and I understand that I am governed by its contents. I further understand that the personnel policy is not an employment contract and that the City may change, rescind or add to any policies, benefits, or practices at its sole discretion with or without prior notice.

Employee Signature

Date

Employee Printed Name

Department

EXHIBIT A

HEALTHCARE INSURANCE PREMIUM CONTRIBUTIONS

- CITY ADMINISTRATOR, DEPARTMENT HEADS, AND SUPERVISORS:

The following premium splits and Employer HSA contributions will be effective for our [20242025](#) High Deductible Health Plan Smart Plan options:

Smart Plan #1 - \$1,~~600~~650 [20242025](#)

% of Contribution to Monthly Premium

Employer

Single 95%

Family 80%

Employee

Single 5%

Family 20%

HSA Annual Contribution

Employer

Single \$1,000

Family \$1,500

Smart Plan #3 - \$3,~~200~~300 [20242025](#)

% of Contribution to Monthly Premium

Employer

Single 95%

Family 80%

Employee

Single 5%

Family 20%

HSA Annual Contribution

Employer

Single \$2,000

Family \$2,500

Smart Plan #7 - \$6,~~150~~300 20242025

% of Contribution to Monthly Premium

Employer

Single	97%
Family	85%

Employee

Single	3%
Family	15%

HSA Annual Contribution

Employer

Single	\$2,250
Family	\$2,750

Smart Plan #8 - \$8,~~050~~300 20242025

% of Contribution to Monthly Premium

Employer

Single	100%
Family	90%

Employee

Single	0%
Family	10%

HSA Annual Contribution

Employer

Single	\$2,500
Family	\$3,000

All plans are automatically indexed annually.

- All additional employer HSA contributions amounts noted above will be pro-rated based on a monthly contribution.
- The City will provide an Opt-Out Option for eligible employees in lieu of the city's health insurance for 2024. If the eligible employee elects the Opt-Out payment for 2024, the monthly Opt-out taxable payment will be \$400 per month.
- The base City health insurance plan for union contract comparison is Smart Plan No. 3 (\$3,~~200~~300 High Deductible Health Insurance Plan for 20242025).
- ~~The City will pay 100% of the single and family premium for the Department Heads and Supervisors hired or promoted to such a position before May 1, 2010.~~

ELECTED OFFICIALS/BRAINERD PUBLIC UTILITIES (BPU) COMMISSIONERS:

- Health insurance options for this group includes the following City contributions for the City-sponsored base health insurance plan (Smart Plan No. 3 - \$3,~~200~~300 Deductible Plan for ~~2024~~2025):
 - 100% of the premium if single health coverage is elected.
 - 80% of the premium if family health coverage is elected.
- If a member of this group elects a different health plan, the individual will pay the premium difference based on the premium split for the base plan as set forth in the previous bullet.
- If someone is covered by a different group plan and is eligible to receive the City's Opt-Out payment, individuals in this group can elect to receive \$250 per month as taxable income in lieu of the health insurance benefit.

The City's contribution for all other employees is set in the applicable collective bargaining agreement and/or Council resolutions.

The City provides insurance coverage for former City employees including retirees on a self-pay basis pursuant to state law. Please refer to your Group Insurance Plan booklet for a complete description of benefits.

EXHIBIT B

LONG-TERM DISABILITY COVERAGE AND LIFE INSURANCE

- I. **Long-Term Disability Coverage.** Should an employee become disabled as a result of a non-occupational injury or illness, the City will provide long-term disability coverage to cover 50% of your gross monthly income to a maximum of \$7,084 per month. This plan takes effect the 1st day of the month coincident with or next following six months of continuous employment.
- II. **Face Amount of Life Insurance for Certain Employees and Elected Officials.** Consistent with the Policy Manual, the City will provide life insurance coverage to elected officials, Department Heads, ~~Municipal Utility Division Managers~~[Division Managers](#), and non-union supervisors in the following amounts: Mayor, City Council and Public Utilities Commission \$50,000; City Administrator, Department Heads and ~~Municipal Utility Division Managers~~[Division Managers](#) \$100,000; Non-union supervisors \$50,000.

Employees should review the applicable Summary Plan Descriptions for additional details for said policies.

EXHIBIT C

MINNESOTA HEALTH CARE SAVINGS PLAN CONTRIBUTIONS

All funds collected by the City on behalf of the employee for purposes of contributing to the Minnesota Health Care Savings Plan will be deposited into the employee's individual health care savings plan account as follows:

1. City Administrator, Department Heads and ~~Municipal Utility Division Managers~~Division Managers:
 - a) Employees eligible for severance pay as outlined in ARTICLE 13 of the City Employee Policy Manual will contribute 100% of their severance pay into the Plan.
 - b) Employees with 0 to 4 years of service will contribute 1% of gross pay each payroll period.
Employees with 5 to 9 years of service will contribute 1.5% of gross pay each payroll period.
Employees with 10 to 14 years of service will contribute 2% of gross pay each payroll period.
Employees with 15 to 19 years of service will contribute 3% of gross pay each payroll period.
Employees with 20 or more years of service will contribute 5% of gross pay each payroll period.
 - c) 50% of sick leave and ESST accrual over 960 hours, will on a calendar year basis, be paid by the Employer into the employee's health care savings plan. It is understood that any sick leave used throughout the year will be deducted from the 960-hour balance and that the employee must then earn back to the 960 hours before any hours are accumulated for purposes of the Health Care Savings Plan contribution.
 - d) 100% of accumulated vacation at retirement will be paid into the Plan.
2. Non-Contract Supervisors:
 - a) Employees eligible for severance pay as outlined in ARTICLE 13 of the City Employee Policy Manual and have 25 years or more of service, will contribute 100% of their severance pay into the Plan.

- b) Employees with 0 to 10 years of service will contribute 1% of gross pay each payroll period.
Employees with 10 to 15 years of service will contribute 2% of gross pay each payroll period.
Employees with 15 – 20 years of service will contribute 3% of gross pay each payroll period.
Employees with 20 - 25 years of service will contribute 4% of gross pay each payroll period.
Employees with 25+ years of service will contribute 5% of gross pay each payroll period.
- c) 50% of sick leave and ESST accrual over 960 hours, will on a calendar year basis, be paid by the Employer into the employee's post-employment health care savings plan. It is understood that any sick leave used throughout the year will be deducted from the 960-hour balance and that the employee must then earn back to the 960 hours before any hours are accumulated for purposes of the Post Employment Health Care Plan contribution.
- d) 100% of accumulated vacation at retirement will be paid into the Plan.

EXHIBIT D

Earned Sick and Safe Time Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is a calendar year.

~~The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use.~~ Earned sick and safe time must be paid at the same base hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- 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.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive scheduled days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform your supervisor by [phone or email](#) as far in advance as possible, preferably [at least](#) seven (7) calendar days [in advance](#), ~~and shall~~

~~schedule appointments so as to have the least impact on the business of the employer.~~ In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

~~Please ask the HR Department for a copy of the Earned Sick and Safe Time Policy for more information.~~

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at [dli.mn.gov/sick-leave](http://www.sickleave.mn.gov/) <http://www.sickleave.mn.gov/>.

EXHIBIT E

Nursing Mothers, Lactating Employees, and Pregnancy Accommodations employee notice

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help.

Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Annual Review and Approval of Investment Policy

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

Per the City's investment policy, it is to be reviewed annually at the first regular meeting in February. The only changes Staff is recommending is updating the interest allocation from a semi-annual basis to a quarterly basis as recommended by our municipal advisors, and the signature block from Interim City Administrator Wussow to City Administrator Broyles.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve the Investment Policy with Changes.

FINANCIAL IMPACT:

Approve the policy as presented.

CITY OF BRAINERD INVESTMENT POLICY

This policy covers all monies of the City of Brainerd and includes deposits and investments of funds deposited in interest bearing accounts.

It is a common occurrence for the City of Brainerd to have cash balances in various fund accounts which, though allocated for a specific purpose, are temporarily not needed. It is the policy of the City that any fund with a cash balance which will remain unexpended for a reasonable period of time, shall be invested in a manner as outlined below.

The investment policy of the City of Brainerd encompasses the following principles:

1. Safety of principal
2. Chief Investment Officer
3. Consultants
4. Collateralization
5. Authorized investments
6. Prohibited investments
7. Maximum investment
8. Pooling of investments
9. Liquidity
10. Maximum interest earnings

SAFETY OF PRINCIPAL

Safety of principal is the first priority in investing City funds. The City invests only in those investment instruments authorized by Statute, Minnesota Statutes Chapters 118A and as amended set forth the authorized investments for a municipality. Depositories as designated shall have insurance through the FDIC (Federal Insurance). To ensure safety, it is the policy of the City that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below.

CHIEF INVESTMENT OFFICER

The chief investment officer will be the City Administrator/Clerk-Treasurer, who will assure compliance with this policy and further develop and maintain adequate controls, procedures and methods assuring safe and accurate accounting on a day-to-day basis, with the approval of the Personnel and Finance Committee of the Brainerd City Council. The day-to-day investment activities are handled by the City Finance Director and Finance Manager/Secretary of the Brainerd Public Utilities Commission in accordance of this Policy. The City Administrator/Clerk-Treasurer will provide the Personnel and Finance Committee, on a regular basis, all and any information requested by the Committee. The Chairman of the Committee will, in turn, keep the elected officials fully apprised of any problems, changes or irregularities which may occur to assure proper handling of City funds.

CONSULTANTS

The retention of consultants, agreements with money managers, etc., will not be authorized without express consent of the Council after recommendation by the Personnel and Finance Committee and the City Administrator/Clerk-Treasurer.

COLLATERALIZATION

In accordance with Minn. Stat. 118A the total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit at the close of the financial institution's bank day, except that where the collateral is irrevocable standby letters of credit issued by Federal Home Loan Banks, the amount of collateral shall be at least equal to the amount on deposit at the close of the financial institution's banking day.

Collateralization will be required on the following types of investments:

- (1) Certificates of Deposit
- (2) Demand Deposits

Collateral is limited to securities allowable pursuant to Minn. Stat. 118A.03.

For cash deposits on hand, collateralization shall be in the form of specific securities with an active secondary market for the City held by an independent third party as detailed in statute 118A.06. The only exceptions are Federal Depository Insurance Corporation (FDIC).

AUTHORIZED INVESTMENTS

The City of Brainerd will only invest in securities authorized by Minnesota Statute 118A.04 and 118A.05.

Examples of authorized investments are as follows:

1. Savings/demand deposits
2. Certificates of Deposit (CD's)
3. U.S. Treasury obligations
4. U.S. Agency Securities such as:
 - a. Federal Home Loan Bank System (FHLB)
 - b. Federal Home Loan Mortgage Corporation (FHLMC)
 - c. Federal Farm Credit Bureau (FFCB)
 - d. Federal National Mortgage Association (FNMA)
5. Municipal Securities. The statute allows the City to invest in municipal securities of state or local government agencies with taxing power and a rating of "A" or better by a national bond rating agency.

MAXIMUM INVESTMENT

It is the policy of the City to determine its cash balance on a daily basis for the purpose of investing excess funds.

POOLING OF INVESTMENTS

For the purpose of making the maximum amount of funds available for investment, the cash for all City funds is pooled in an investment account. Interest earnings are allocated among the various funds based upon their ~~quarterly~~ ~~semi-annual~~ average cash balance.

LIQUIDITY

The purpose of having part of the City's investment portfolio in very liquid funds is to ensure that funds will be available should unexpected large bills be presented for payment.

MAXIMUM INTEREST EARNINGS

After the liquidity needs and scheduled maturity needs are satisfied, the balance of the funds available for investment are placed with institutions that offer the greatest safety and highest rate of return consistent with the maturities as determined by the City. Quotations or telephone bids are normally taken for all investments, whether they are short term or long term. This alleviates the problem of whom to place the investment with.

ANNUAL REVIEW

It shall be the practice of the City Council to review and approve the investment policy each year on the first regular meeting of February.

Reviewed and Approved this ~~3rd~~^{5th} day of February, 202~~5~~⁴.

~~PATRICK WUSSOW~~ NICHOLAS W. BROYLES
~~Interim~~ City Administrator



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Allowing Pueringer to Assume Four Parking Spaces in Alley Parking Lot

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Gabe Johnson, Councilmember,
Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Gabe Johnson, Councilmember

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Mr. Dave Pueringer was issued a Variance for 722 Laurel Street from the parking requirements for the seven units and one additional commercial space. The following conditions were listed for the Variance:

1. Tenants are prohibited from parking in private parking lot facilities without approval from the property owner.
2. The applicant will apply for four spaces in the alley parking lot with the City of Brainerd and secure a lease when they become available.

There are 37 parking spaces in the Alley parking lot. 4 of them were previously leased to Bob & Fran's. There are currently 8 people on the waiting list for the Alley parking lot. Councilmember Johnson has requested that the 4 spaces previously leased to Bob & Fran's be assumed by Mr. Pueringer.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The lease arrangements are between the City and the lessee. The lessee is not suppose to sublease the spot. A parking spot is leased to the lessee until they notify the City they are no longer utilizing the spot.

Historically, the City has created a waiting list when a lot is full, and then when a lessee is no longer utilizing the spot, the City fills the spot using the waiting list on the first come first serve basis.

Note: If Council approves the 4 spaces for Mr. Pueringer, they are to be used solely for the tenants of 722 Laurel Street to be in compliance with the variance.

RECOMMENDED ACTION/MOTION: Motion to approve Mr. Pueringer to assume the 4 leased parking spots previously leased by Bob & Fran's in the alley parking lot.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Direction on Bond Counsel and Economic Development Matters

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director,
James Kramvik, Community Development Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Staff received the attached email this afternoon. Sofia Lykke, as of today, is transitioning from the firm Kennedy and Graven (K&G) to Kutak Rock, LLP.

The entire team of bond lawyers in the public finance department have made the transition. Therefore, the City either needs to move to Kutak Rock, LLP for bond counsel or go out for an RFP.

The City could still continue to use K&G on economic development matters, but would need to select another attorney from K&G for those matters.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The City does not have a contract with K&G. Staff does not have a history of using any other firm for our bond counsel. A quick search of the minutes, in April of 1974, David Kennedy was noted as the city's bond attorney. Staff assumes that at that time, Mr. Kennedy was part of Holmes & Graven, Chartered that was founded in 1973. Two firms combined in 1989, forming K&G (Per K&G website). Mr. Kennedy is one of the two founders the firm was named after.

With being in the middle of several large and ongoing projects, it would be staff's recommendation to continue to be represented by Sofia Lykke in connection with bond and economic development matters.

The reason this item has been added to the February 3rd agenda is because Ms. Lykke was planning on being online for tonight's council meeting for the Country Manor tax abatement agenda item. She could not represent the City tonight if the City is not going to continue with her services.

Ms. Lykke has served as the City's bond counsel and attorney in relation to economic development matters (i.e. TIF) since about 2022.

RECOMMENDED ACTION/MOTION: 1. Motion to continue to be represented by Sofia Lykke in connection with bond and economic development matters.
2. Discussion if the City should go out for RFP for bond counsel and economic development matters.

FINANCIAL IMPACT:

From: [Lykke, Sofia E.](#)
To: [Connie Hillman](#); [Nick Broyles](#); [James Kramvik](#)
Cc: jthomson@kennedy-graven.com; [Wickman, Margot J.](#)
Subject: Law Firm Transition
Date: Monday, February 3, 2025 1:42:17 PM

Some people who received this message don't often get email from sofia.lykke@kutakrock.com. [Learn why this is important](#)

Dear Connie, James and Nick:

Effective February 3, 2025 , my bond lawyer partners in the public finance department of Kennedy & Graven, Chartered ("K&G"), Julie Eddington, Jenny Boulton, Gina Fiorini and I, withdrew from K&G and became transition partners of Kutak Rock LLP, located at 60 South 6th St Suite 3400, Minneapolis, MN 55402. Our decision represents an opportunity to strengthen the services we provide clients and should not be construed as adversely reflecting in any way on our former firm.

Kutak represents states and municipalities in public finance matters and has served as bond counsel in more than 12,000 municipal bond issues. Our move to Kutak will allow us to provide even greater bond counsel and development counsel services to the City of Brainerd and Brainerd HRA. It has been a great pleasure working with you, and I hope to be able to continue to provide bond counsel and economic development counsel services to the City and the HRA.

I want to be sure that there is no disadvantage to you, as the client, from my move. The decision as to how the matters I have worked on for you are handled, and who handles them in the future, will be completely yours. Whatever you decide will be determinative. And even if you choose to transition active matters in the short term in order to keep those matters on track, you will not be prevented from making a different decision in the future or from choosing to transition some but not all matters in which we currently represent you. It is our view that public finance matters are distinct from municipal matters and the departure of the public finance group is in no way intended to disrupt the relationships you have with K&G on general municipal or other non-public finance matters. The departure of the full public finance practice group means that K&G will not have attorneys currently practicing in the area of bond counsel for municipal bonds however, there are some attorneys who handle TIF and other economic development matters.

Please, at your earliest opportunity confirm by response email whether:

- [1] You wish to continue being represented by Sofia Lykke in connection with bond and economic development (including TIF) matters; or
- [2] You wish to explore other options, including continued representation by K&G on economic development matters or seeking alternative representation.

Jim Thomson, a representative of K&G is copied on this email.

If you express preference for option [1], we will work with you to transfer records and files, as needed, as quickly and seamlessly as possible.

If you express preference for option [2], a representative of K&G will contact you to discuss other arrangements.

Thanks so much, and I look forward to hearing from you.

Best regards,

Sofia

Sofia E. Lykke

Transition Partner

Kutak Rock LLP – Minneapolis

sofia.lykke@kutakrock.com

p: 612.334.5021 **x:** 2109

This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message.

Thank you.



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Direction on Active Code Enforcement Cases

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administration citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violations. Staff is bringing two (2) properties before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the cases.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached are the case files for:

823 Willow St
430 D St NE

Section 320, action that could be taken against these properties include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

RECOMMENDED ACTION/MOTION:

Staff recommend obtaining an administrative warrant to tow the vehicles at 823 Willow St. Staff also recommend modifying the \$300 monthly citation fine for an illegal rental to \$100 per day.

Staff recommend obtaining an administrative warrant to abate the garbage/junk/debris at 430 D St NE.

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: February 3rd, 2025

RE: Recommendations for Active Code Enforcement Cases

Staff recommend the following actions for the active code enforcement cases brought before the City Council:

- **823 Willow St – Zoning Code Violations – Repeat Offender**
 - Received one (1) Notice of Violation letter 12/11/24 and three (3) Citations
 - First Citation 12/23/24 – Third Citation 01/13/25
 - \$600 in open citations

This property had a recent abatement for junk/debris/blight on January 27, 2025. This is an additional violation of off-street parking regulations.

This property has also been operating as a non-licensed rental since 2023. Multiple letters have been sent to the owner and legal action is taking place. The City Attorney served a Summons and Complaint to the property owner, with the response being he is a sovereign citizen who does not recognize City authority. City Council approved a \$300 monthly citation for the non-licensed rental on 09/05/23, which is \$5,100 to date.

Staff recommend obtaining an administrative warrant and abating the property. (Letters have been sent to both the property owner and the resident regarding the abatement).

Staff recommend modifying the \$300 monthly citation fine to \$100 per day until compliance of the rental license process.

- **430 D St NE – Junk/Debris/Blight Violations**
 - Received one (1) Notice of Violation letter 12/06/24 and three (3) Citations
 - First Citation 12/23/24 – Third Citation 01/13/25
 - \$600 in open citations

Staff recommend obtaining an administrative warrant and towing the vehicles.

Running Summary of Actions Taken

319 9th St N. – Sent 10-day letter of abatement 11/21/23. Warrant was received due to non-compliance on 12/8/23. The vehicle was towed 12/11/23.

804 19th St SE – Obtained administrative warrant and abated junk/debris 3/21/2024.

1017 10th Ave NE – Obtained administrative warrant and abated junk/debris 3/22/2024.
1420 Quince St – Administrative warrant to abate junk/debris received 5/6/2024. Owner removed junk and debris.

1424 8th St S – Final 10-day letter sent to property owner for junk/debris 5/7/2024 prior to administrative warrant. Owner complied prior to abatement. No action taken.

1119 13th St SE – Final 10-day letter sent to property owner 5/7/2024 for unlicensed/inoperable vehicles. Property owner paid the fines and will have everything cleaned up by June 1st. Reinspection scheduled for June 3rd. Owner complied, and the case was closed.

813 Holly St. – Final 10-day letter sent to the property owner for animal feces 5/7/2024 – no action needed, as owner complied and cleaned up. Another nuisance letter went out 5/16/2024 with action needed again to clean up dog feces. Owner was told that they need to address the issue every two days.

1306 Quince St – Sent 10-day final letter 6/18 for abatement; Issued was resolved by mortgage company.

918 4th Ave NE – Sent letter of monthly citations 6/18 until resolved.

401 Holly – Requested administrative warrant to abate the outdoor storage issue 6/18. Homeowner removed items under tarp.

523 Grove St – Spoke to homeowner – submitting a remodel permit. Reinspection September 1st.

319 9th St N. – Abated junk/debris and hazardous materials 7/8/24

401 4th Ave NE – Homeowner took care of the issues – no action taken

408 2nd Ave NE – Obtained a warrant on 7/17/24 to abate the Japanese Knotweed.

813 Holly St – Repeat offense animal feces. Issued a letter to owner of abatement and requesting an administrative warrant to abate.

917 7th St S – Long grass will be abated.

1701 Maple St – Property owner trying to evict

608 9th St N – Dead/hazardous tree was removed on Monday November 4th.

1812 Oak St – Garbage/Junk/Debris – property was abated first week of November.

823 Willow St. – Administrative warrant was obtained and the property was abated for junk/debris/blight on 1/27/25.

December 11, 2024

PETERSEN, TROY A
1106 BROADWAY ST
BRainerd, MN 56401

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 823 WILLOW ST
Real Estate Code: 41251054

Violation: Zoning Code Violation

Ordinance: Section 515-22-5.E

Description: Parking in a yard that fronts a street as well as along an interior side of a house is required to be on improved surfaces. These surfaces include asphalt, concrete, pavers, or brick. Parking is permitted on an improved and unimproved surface in the rear yard. These vehicles must be removed from their current locations and properly parked.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 12/21/2024

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD





This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN24-0699

Date of Violation: 01/13/2025

Parcel ID: 41251054

Violator(s): PETERSEN, TROY A
1106 BROADWAY ST
BRainerd, MN 56401

Location/Address of Violation: **823 WILLOW ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-4-12	Zoning Code Violation	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 01/23/2025

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Jason Stockinger, Building Inspector

Date: 01/13/2025

Representative's Signature:

(served via first class mail)





**THIS IS THE MOST RECENT CITATION LETTER SENT FOR
NON-LICENSED RENTAL**



**This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338**

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN23-0479

Date of Violation: 01/22/2025

Parcel ID: 41251054

Violator(s): PETERSEN, TROY A
1106 BROADWAY ST
BRAINERD, MN 56401

Location/Address of Violation: **823 WILLOW ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Rental Code 425 Article 3001	Zoning Code Violation	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

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City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 02/01/2025

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

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Representative: Jason Stockinger, Building Inspector

Date: 01/22/2025

Representative's Signature: 

(served via first class mail)

December 06, 2024

MILLER, DAVID
2317 CLARK ST N APT 309
CHICAGO, IL 60614

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 430 D ST NE
Real Estate Code: 41191179

Violation: Junk/Debris/Blight
IPMC308.1

Description: Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. Rubbish is defined as combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials; furniture, appliances, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Corrective action is required; 14 days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 12/20/2024

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD





This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN24-0678

Date of Violation: 01/13/2025

Parcel ID: 41191179

Violator(s): MILLER, DAVID
2317 CLARK ST N APT 309
CHICAGO, IL 60614

Location/Address of Violation: **430 D ST NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 308.1	Junk/Debris/Blight	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 01/23/2025

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Jason Stockinger, Building Inspector

Date: 01/13/2025

Representative's Signature:

(served via first class mail)



01/13/2025 11:33





City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Discussion of City Maintained Flagpoles

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE: Councilman Bevans was approached by a resident regarding a flag not at half-staff. This was directed to Public Works to research and bring to Park Board for direction. At the Park Board, the Mayor stated this should be a City Council agenda item.

Current City of Brainerd flagpole inventory:

Downtown Flag Poles

-3 on Historic Water Tower

-1 at City Hall

-5 Downtown Street

Local Parks

-5 flag poles

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: To direct staff to:

- Park locations: Remove flags during the winter months.
- Downtown: Remove flags during winter months.
- Downtown: Obtain 2 bids: 1. flag poles that do not require a lift to lower/raise flags; 2. lights installed to shine on flag where needed.
- Historic Water Tower: Poles remain at full mast and remove during winter months.
- City Hall: Flags follow State and National recommendations

FINANCIAL IMPACT: Savings if we store flags inside during winter months.



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Final Reading Propose Ordinance 1580 - Amending Section 600 of the City Code

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Staff received a letter from a garbage hauler along with their application for the last renewal period. The hauler indicated that they apply for a hauler license with two counties and nine other cities in the area and none ask for a \$1,000 surety bond as part of their license requirements.

The surety bond requirement was eliminated for a contractor's license. Staff is therefore proposing to eliminate the requirement for the garbage haulers.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff mirrored the language in section 1130.05 Contractor Registration for the proposed ordinance change regarding what is required for insurance and updated the reference to where the fees are included in the code.

RECOMMENDED ACTION/MOTION:

1) Conduct the final reading and dispense with the actual reading of proposed Ordinance 1580, an ordinance amending section 600 of the City Code.

Note: a vote to dispense with the actual reading of an ordinance must be unanimous

2) Consider adoption of proposed Ordinance 1580.

FINANCIAL IMPACT:

**ORDINANCE
NO. 1580**

**AN ORDINANCE AMENDING SECTION 600
OF THE BRAINERD CITY CODE PERTAINING TO
GARGABE DISPOSAL**

NOW, THEREFORE, BE IT ORDAINED by the City Council of Brainerd of Brainerd, Minnesota, as follows:

SECTION ONE: That Section 600.07, Subd 2. – Application; Fees; Procedure shall be amended to read:

Subd. 2. Application; Fees; Procedure. Any person desiring to license a vehicle or vehicles with which to collect garbage shall make application for the same to the city clerk treasurer upon a form prescribed by the Council. The application shall set forth the name and address of the applicant and a list of the equipment which is proposed to be used in such collection. Upon compliance with the provisions of this Code and the filing of certifications evidencing the holding of public liability insurance in the limits of \$100,000 per person, \$300,000 per accident or bodily injury, and \$50,000 for property damages and certificates of worker's compensation insurance as required by law. ~~Before, a license is issued, the applicant shall, if the application is approved by the council, deposit with the City Clerk-Treasurer a surety bond in the penal sum of \$1,000 conditioned that the license will faithfully and continuously provide garbage collection service specified in the application as modified by the council and under the conditions imposed by the ordinances of the City and the lawful orders, rules and regulations of the board of health. If the surety bond is approved by the Council, the Clerk-Treasurer shall issue and deliver the license.~~ A license fee for each vehicle in the amount fixed by Section 1000, Appendix A Fee Schedule Chapter X of this Code to be licensed shall accompany the application. No license for any vehicle shall be issued to other than the registered owner thereof. No license issued hereunder shall be for a longer period than one year. All licenses expire annually on December 31st. Licenses within the limits of the City of Brainerd shall be limited to 4 licenses as of January 1, 2021. License preference will be given to those Haulers that were licensed in the year prior with the City of Brainerd. If an application is not submitted for licensure by a Hauler from the previous calendar year, that license to operate refuse and garbage collection in the City of Brainerd will become available to the next eligible applicant.

SECTION TWO: All other provisions of Section 600 shall remain in full force and effect.

SECTION THREE: This ordinance shall take effect and be in force one week from and after its publication.

Adopted this ____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this ____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: XXXXXX



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Public Utilities Commission Request to Add Conference Attendance Requirement to the Commission Description

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Chris Evans, Public Utilities Director

DEPARTMENT: Administration

PRESENTER: Chris Evans, Public Utilities Director

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: The Public Utilities Commission recommended unanimously at their November 26th meeting that an expectation for commissioners to attend at least two state events and one national event during a five-year term be added to the Public Utilities Commission description.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve updating the Public Utilities Commission description to include the expectation for Commissioners to attend at least two state events and one national event during a five-year term.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 23-16 - South Brainerd Resurfacing Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Mike Habighorst, Public Works
Director, Jessie Dehn, City Engineer

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Bolton & Menk will have a short presentation describing the project and planned process moving forward. The presentation slides are attached to this item and include scope as well as preliminary assessment information.

Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 23-16 is the South Brainerd Resurfacing Project which includes resurfacing of several streets north of Buffalo Hills Lane in South Brainerd. The project also includes repair of spots of curb and gutter as needed and replacement of 10 fire hydrants.

Bolton & Menk staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION:

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

FINANCIAL IMPACT: N/A



2025 South Brainerd Resurfacing Project

City of Brainerd

IMPROVEMENT HEARING

February 3, 2025 @ 7:30 P.M.



BRAINERD
MINNESOTA
A City for All Seasons

Presentation

- ☐ Project Scope
- ☐ Improvements
- ☐ City Assessment Policy
- ☐ Project Cost Information
- ☐ Public Improvement Process
- ☐ Public Input



Public Improvement Process

- Preliminary Engineering Report
 - City Council accepted and Ordered the Improvement Hearing on January 6, 2025
- **Improvement Hearing – February 3, 2025**
 - Project generalities discussed, Estimated costs presented, Input from property owners obtained
- **City Council – February 3, 2025**
 - Considers Ordering Project
 - Considers Ordering the preparation of plans and specifications
- If project is authorized
 - Consider approving plans and specifications and Authorize Bidding - February 18, 2025
 - Advertise and obtain Construction Bids (March 2025)
 - Award Construction Contract (April 2025)
 - Project constructed (May to July 2025)
 - Final Assessment Hearing (August 2025)



Project Scope

2025 SOUTH BRAINERD RESURFACING PROJECT
CITY OF BRAINERD, MN

NEIGHBORHOOD INFORMATION MEETING
NOVEMBER 26, 2024

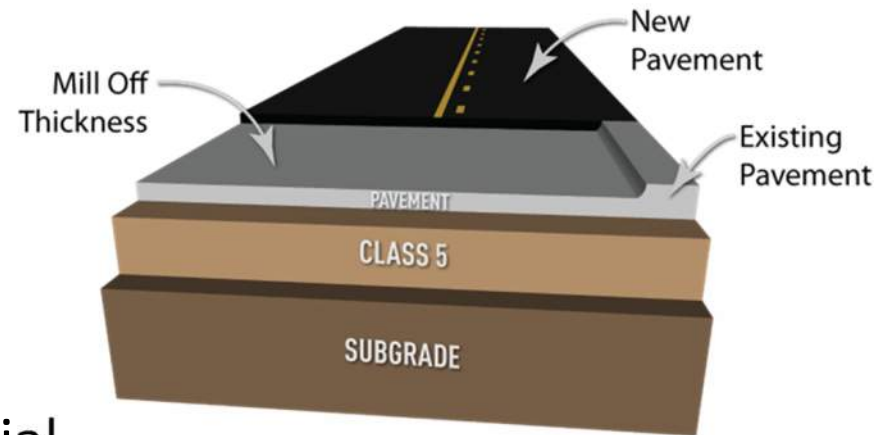


Project Scope



Proposed Improvements

- ☐ Graydon Avenue
 - 2" Mill and Overlay
- ☐ Remaining Streets
 - Remove existing pavement
 - Compact existing base material
 - Place new bituminous pavement
- ☐ Spot Concrete Curb and Gutter replacement
- ☐ Replace 2 storm sewer castings north end of Carol Lane
- ☐ 3 Areas of intersection drainage improvements
- ☐ Replace 10 Fire Hydrants and add hydrant lead shutoff valves



City Assessment Policy

- ☐ Procedure: Minnesota Statute 429
- ☐ City Policy
 - ☐ Resurfacing assessed at 50%
 - ☐ Assessment Calculated on Front Foot Basis
- ☐ Assessment Payment
 - In Full
 - Over a Period of Time
 - 10 Year Period
 - Interest Rate to be determined based on interest rate of bonds

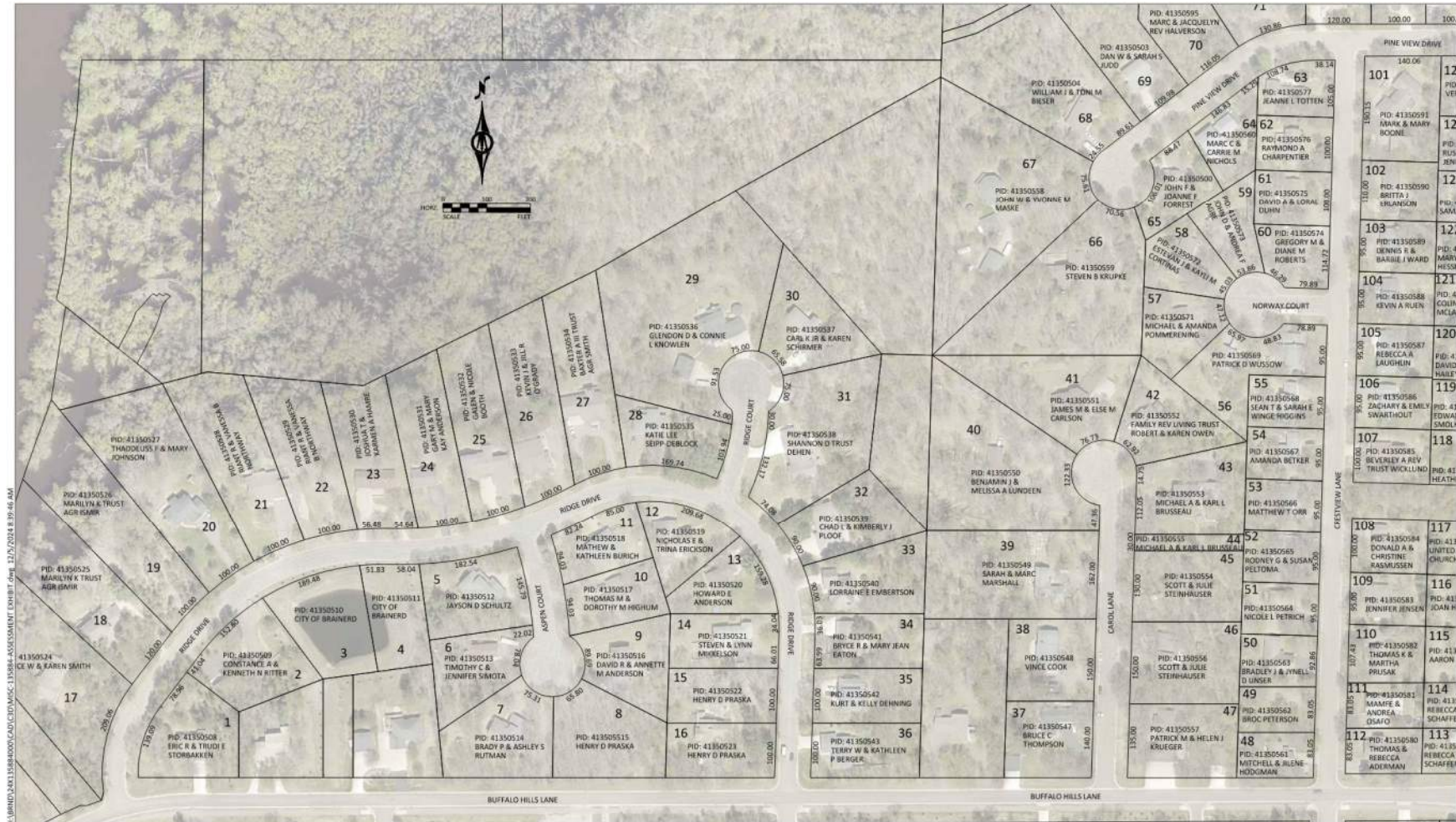


City Assessment Policy

2025 South Brainerd Resurfacing Project
Brainerd, MN

FIGURE #1: ASSESSMENT PARCEL EXHIBIT

December 2024



City Assessment Policy

2025 South Brainerd Resurfacing Project
Brainerd, MN

FIGURE #2: ASSESSMENT PARCEL EXHIBIT
December 2024



Estimated Project Cost Information

PRELIMINARY COST ESTIMATE

2025 SOUTH BRAINERD RESURFACING PROJECT
CITY IMPROVEMENT 23-16
CITY OF BRAINERD, MN
BMI PROJECT NO. 24X.135884



Date: 12/17/2024

Item No.	MnDOT Spec No.	Item	Estimated Quantity	Unit	Unit Price	City of Brainerd Resurfacing		BPU Hydrant Replacement		Total Amount
						Quantity	Cost	Quantity	Cost	
1	2021.501	MOBILIZATION	1	LUMP SUM	\$35,000.00	0.72	\$ 25,200.00	0.28	\$ 9,800.00	\$35,000.00
2	2104.501	REMOVE CURB AND GUTTER	500	LIN FT	\$5.00	200	\$ 1,000.00	300	\$ 1,500.00	\$2,500.00
3	2104.502	REMOVE CASTING	2	EACH	\$500.00	2	\$ 1,000.00		\$ -	\$1,000.00
4	2104.502	REMOVE HYDRANT	10	EACH	\$500.00		\$ -	10	\$ 5,000.00	\$5,000.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	27100	SQ YD	\$3.00	27100	\$ 81,300.00		\$ -	\$81,300.00
6	2232.504	MILL BITUMINOUS SURFACE	6810	SQ YD	\$2.20	6810	\$ 14,982.00		\$ -	\$14,982.00
7	2105.501	COMMON EXCAVATION (P)	120	CU YD	\$12.00	50	\$ 600.00	70	\$ 840.00	\$1,440.00
8	2211.507	AGGREGATE BASE (CV) CLASS 5	120	CU YD	\$35.00	50	\$ 1,750.00	70	\$ 2,450.00	\$4,200.00
9	2504.602	CONNECT TO EXISTING WATERMAIN	10	EACH	\$1,000.00		\$ -	10	\$ 10,000.00	\$10,000.00
10	2504.602	HYDRANT	10	EACH	\$9,000.00		\$ -	10	\$ 90,000.00	\$90,000.00
11	2504.602	6" GATE VALVE & BOX	10	EACH	\$4,000.00		\$ -	10	\$ 40,000.00	\$40,000.00
12	2504.603	6" WATERMAIN	50	LIN FT	\$60.00		\$ -	50	\$ 3,000.00	\$3,000.00
13	2531.501	CONCRETE CURB & GUTTER DESIGN B618	500	LIN FT	\$30.00	200	\$ 6,000.00	300	\$ 9,000.00	\$15,000.00
14	2531.604	7" CONCRETE VALLEY GUTTER	650	SQ FT	\$23.00	650	\$ 14,950.00		\$ -	\$14,950.00
15	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,8)	3900	TON	\$75.00	3900	\$ 292,500.00		\$ -	\$292,500.00
16	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	3391	GAL	\$3.00	3391	\$ 10,173.00		\$ -	\$10,173.00
17	2506.502	CASTING ASSEMBLY	2	EACH	\$1,500.00	2	\$ 3,000.00		\$ -	\$3,000.00
18	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$1,500.00	0.75	\$ 1,125.00	0.25	\$ 375.00	\$1,500.00
19	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	500	LIN FT	\$2.00	300	\$ 600.00	200	\$ 400.00	\$1,000.00
20	2573.530	STORM DRAIN INLET PROTECTION	20	EACH	\$150.00	20	\$ 3,000.00		\$ -	\$3,000.00
21	2575.501	TURF ESTABLISHMENT	1	LUMP SUM	\$15,000.00	0.25	\$ 3,750.00	0.75	\$ 11,250.00	\$15,000.00
ESTIMATED CONSTRUCTION SUBTOTAL:							\$460,930.00		\$183,615.00	\$644,545.00
CONSTRUCTION CONTINGENCY (10%):							\$46,090.00		\$18,360.00	\$64,450.00
TOTAL ESTIMATED CONSTRUCTION COST:							\$507,020.00		\$201,975.00	\$708,995.00
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:							\$68,450.00		\$32,130.00	\$100,580.00
TOTAL ESTIMATED PROJECT COST:							\$575,470.00		\$234,105.00	\$809,575.00



Project Cost Information

❑ Total Estimated Cost = \$809,575

- Estimated Resurfacing= \$575,470
- Estimated Hydrant Replacement= \$234,105
 - Project Costs Associated with Hydrant Replacements will not be assessed



Project Cost Information

□ Assessment Calculation

- Estimated Assessable Amount = 50% of \$575,470 = \$287,735
- Project Footage = 17,363.41 feet
 - Front Footage = 14,263.27 feet
 - Side Yard Footage = 3,100.14 feet
- Estimated Assessment Rate Per Foot = $\$287,735 / 17,363.41$
 - Estimated Front Footage Rate = \$16.57 per foot
 - Estimated Side Yard Footage Rate = \$8.29 per foot
- The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots for reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half of the side-yard footage.



Public Improvement Process

- Preliminary Engineering Report
 - City Council accepted and Ordered the Improvement Hearing on January 6, 2025
- **Improvement Hearing – February 3, 2025**
 - Project generalities discussed, Estimated costs presented, Input from property owners obtained
- **City Council – February 3, 2025**
 - Considers Ordering Project
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 - Award Construction Contract (April 2025)
 - Project constructed (May to July 2025)
 - Final Assessment Hearing (August 2025)



Thank You!

- Bryan Drown, P.E.
Bolton & Menk - Project Manager
Bryan.Drown@bolton-menk.com
218-825-0684



Public Input



R E S O L U T I O N
NO. _____

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
IMPROVEMENT 23-16 – 2025 SOUTH BRAINERD RESURFACING PROJECT**

WHEREAS, the City Council on the 6th day of January 2025, fixed a date for a Council hearing on the 2025 South Brainerd Resurfacing Project, to consider the making of improvements on:

Graydon Avenue from Buffalo Hills Lane to Woodcrest Road
Crestview Lane from Buffalo Hills Lane to Pineview Drive
Woodcrest Road from Graydon Avenue to Dead End
Belle Rae Circle from Cul-de-sac to Woodcrest Road
Pineview Drive from Cul-de-sac to Graydon Avenue
Norway Court from Cul-de-sac to Crestview Lane
Carol Lane from Buffalo Hills Lane to cul-de-sac
Ridge Drive from Buffalo Hills Lane to Buffalo Hills Lane
Ridge Court from Ridge Drive to cul-de-sac
Aspen Court from Cul-de-sac to Ridge Drive

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 3rd day of February 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BRAINERD, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the Preliminary Engineering Report dated December 17, 2024.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted January 6, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Bolton & Menk, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 3rd day of February 2025

MIKE O'DAY
President of the Council

Approved this 4th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Consider Amendment to Planned Unit Development (PUD) for Country Manor Development Project

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

The purpose of this amendment request is to alter the site plan and floor plan for the construction of a senior living facility comprised of 106 units, a childcare facility, and rehabilitation facility for residents and the public. The reduction in floor area is primarily related to common areas in the facility.

The original Planned Unit Development (PUD) was approved by City Council on January 16th, 2024. Country Manor is proposing to amend the PUD by expanding the southwest memory care building to accommodate additional memory care units, removing a portion of the main parking lot, reducing the size of the northwest building, and removing a detached garage. The amended areas are indicated on the revised site plans.

The senior living facility, as proposed, would be comprised of 44 senior apartments, 32 luxury apartments, 30 memory care units, and a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children, and for rehabilitation services for residents and the public.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request at their regularly scheduled meeting on January 15th and unanimously recommended approval of the PUD amendment subject to the findings of fact with the following conditions:

- a. Approval of the Development Agreement.

RECOMMENDED ACTION/MOTION:

Recommend approval of the PUD amendment subject to the findings of fact contingent upon approval of the Development Agreement.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: January 15th, 2025

RE: Consider Foundation for Health Care Continuums (Country Manor) Amendment to Planned Unit Development (PUD)

REQUEST

Planned Unit Development Amendment for the construction of a senior living facility, childcare facility, and physical therapy office.

PUBLIC HEARING. Planned Unit Development Amendment for Foundation for Health Care Continuums to operate a physical/occupational therapy clinic open to the public and residents of the facility.

APPLICANT: The Foundation for Health Care Continuums (Country Manor)

The purpose of this amendment request is to alter the site plan and floor plan for the construction of a senior living facility comprised of 106 units, a childcare facility, and rehabilitation facility for residents and the public. The reduction in floor area is primarily related to common areas in the facility.

CONTEXT

Parcel Numbers: 41330799, 41330800, 41330803

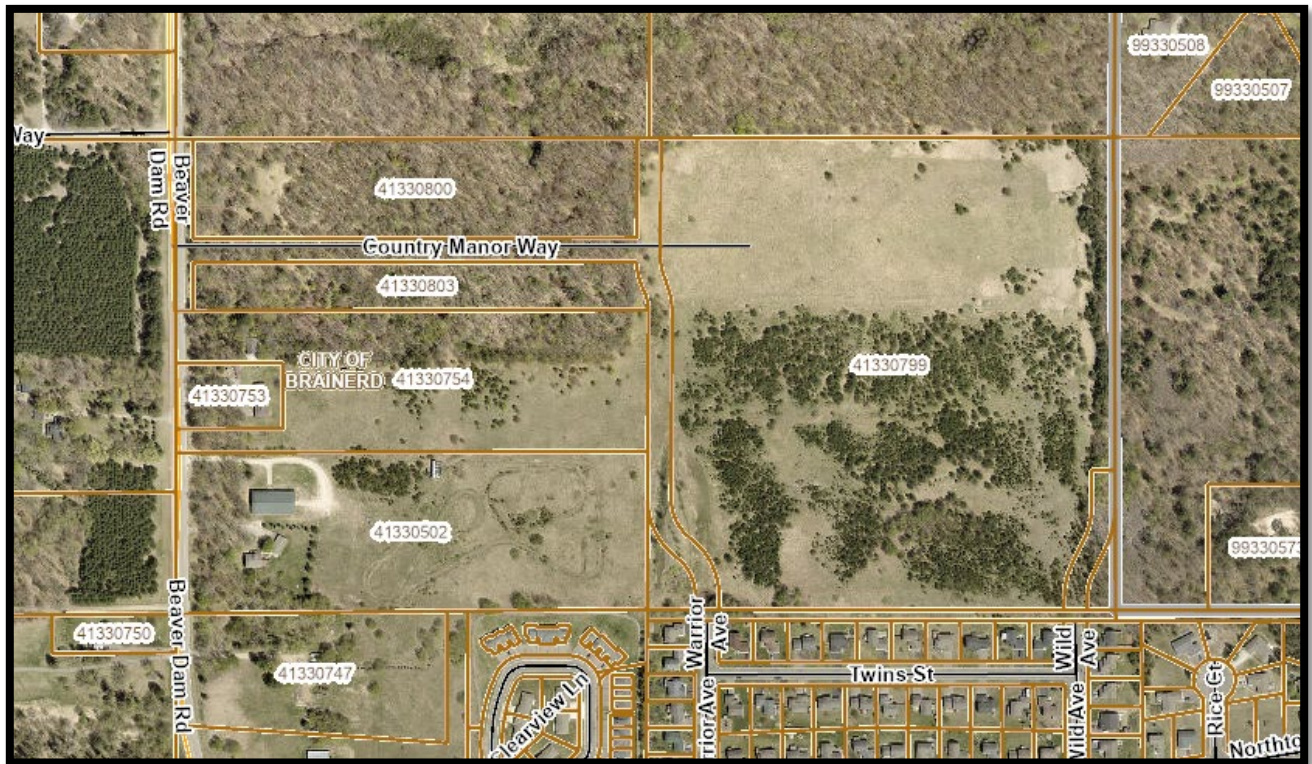
Zoning District: Contemporary Neighborhood-2 (CN-2) Base Zoning District with Planned Unit Development (CM-PUD) Overlay District

Property Area: 54.1081 Acres

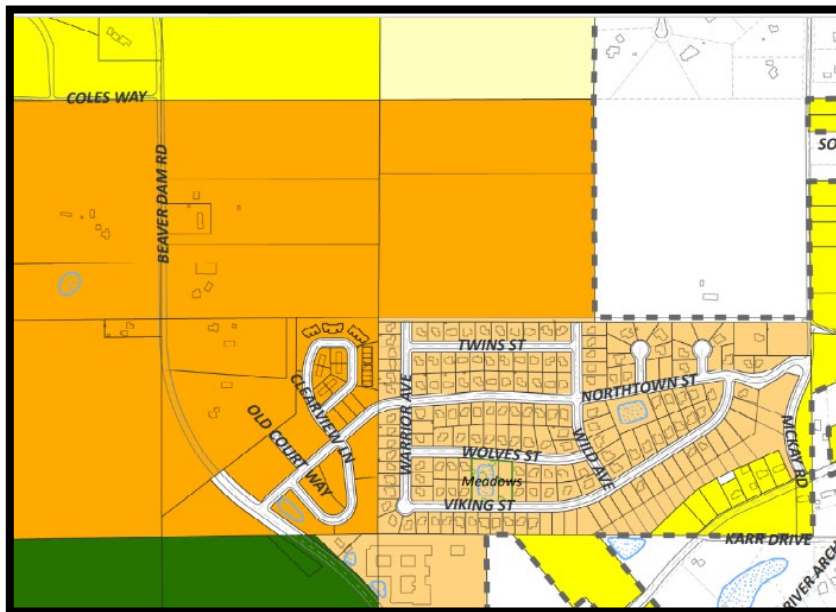
Adjacent Uses:
North: Undeveloped Forested Land
East: Undeveloped Forested Land
South: Single Family Dwelling Units (Northtown Addition)
West: Single Family Dwelling Units

Adjacent Zoning:
North: Garden Living (GL) District & Rural Living 1 (RL-1) District
East: County – Shoreland District and Rural Residential – 2.5
South: Contemporary Neighborhood-1 (CN-1) District
West: Contemporary Neighborhood-2 (CN-2) District

Aerial Map



Existing Zoning



**Zoning Map
2022**



Legend

- City Limits
- Lakes
- Parks

Overlay

- Brooks Street Industrial Overlay (BSI-O)
- Manufactured Housing Overlay (MH-O)
- Northern Pacific Center Overlay (PUD)

Zoning

- Rural Living 1 (RL-1)
- Rural Living 2 (RL-2)
- Garden Living (GL)
- Contemporary Neighborhood 1 (CN-1)
- Contemporary Neighborhood 2 (CN-2)
- General Commercial (GC)
- Commercial Corridor (CC)
- Traditional Neighborhood 1 (TN-1)
- Traditional Neighborhood 2 (TN-2)
- Town Center (TC)
- Main Street (MS)
- Makers and Employment (ME)
- General Industrial (GI)
- Public / Semi-Public (PSP)
- Park (P)



PLANNED UNIT DEVELOPMENT (PUD) ZONING OVERLAY

According to [Section 515-5-7.B](#), a Planned Unit Development (PUD) may include land uses from a variety of Base Zoning Districts, and may include design flexibility related to density, setbacks, building heights, lot area, lot width, etc. Any mixed-use project that does not comply with the dimensional or use standards may utilize the Planned Unit Development (PUD) Overlay Zoning District. All PUD Overlay Zoning Districts must identify the areas where flexibility from the Base Zoning District standards is established.

Table 515-2-21.2. CM-PUD Dimensional and Use Standards - Density, Lot Size, Coverage and Height Standards.

Lot Dimensions		
	Lot Size (minimum)	None
	Lot Width (minimum) (Frontage on Public or Private Roads)	None
Uses Permitted		
	Appendix A: Table of Uses, CN-2 District	All permitted, conditional and interim uses
	Commercial day care facilities	P
	Office businesses – (general use, medical clinic)	C
Uses Permitted		
	Impervious Surface	75%

FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT FINAL PLAN

The original Planned Unit Development (PUD) was approved by City Council on January 16th, 2024. Country Manor is proposing to amend the PUD by expanding the southwest memory care building to accommodate additional memory care units, removing a portion of the main parking lot, reducing the size of the northwest building, and removing a detached garage. The amended areas are indicated on the revised site plans.

The senior living facility, as proposed, would be comprised of 44 senior apartments, 32 luxury apartments, 30 memory care units, and a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children, and for rehabilitation services for residents and the public.

The City may approve the Planned Unit Development (PUD) only if it is found that the development satisfies all of the following standards according to [Section 515-5-7.C](#):

1. The proposed Planned Unit Development (PUD) is in conformance with the Comprehensive Plan for Brainerd. At a minimum, the City must find that:
 - a. The use will not create an excessive burden on existing parks, schools, streets, and other public facilities and utilities, which serve or are proposed to serve the area.
 - i. *The residential elements of the development will solely serve seniors.*
 - ii. *The development includes its own open space areas.*

- iii. *The development will connect to the City's sewer, water, and electrical system. The City Engineer and Brainerd Public Utilities have no concerns that this development will create an excessive burden on these utilities.*
 - b. The use is reasonably related to the overall needs of the City and is compatible with the surrounding land use.
 - i. *The City and Crow Wing County as a whole are in need of diverse housing options, which is a part of the Housing Goals and Policies of the Comprehensive Plan.*
 - 1. *Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.*
 - a. *Policy 1 - Complement Brainerd's entry-level and affordable housing options by encouraging other move-up and mid to upper-end, market-rate housing options.*
 - b. *Policy 5 - Ensure an adequate supply of quality and affordable housing units for current and future residents.*
 - ii. *The surrounding areas are also residential in use.*
 - iii. *The City and Crow Wing County as a whole are in need of further childcare options which are supported by the Economic Development Goals and Policies of the Comprehensive Plan.*
 - 1. *GOAL 2: Support our workforce and help them thrive.*
 - a. *Policy 1 - Collaborate with local partners and stakeholders to address industry workforce needs, creating a career and education pathway for residents of all ages.*
 - iv. *Rehabilitation services are consistent with senior living facilities and would provide residents with services in the building.*
 - c. The Planned Unit Development (PUD) is an effective and unified treatment of the development possibilities on the project site and the development plans provide for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain, and similar areas.
 - i. *The development intends to use the rural setting of the site as an integral element of the development, providing as many natural areas to its future residents as possible.*
 - d. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property and will not be detrimental to surrounding uses.
 - i. *This property will be well separated from surrounding uses through natural screening and buffers.*
- 2. Additionally, the Planned Unit Development (PUD) meets one or more of the following development criteria according to Section 515-5-7.C.2
 - a. A minimum of two (2) or more principal structures is proposed.
 - i. *The applicant proposes three buildings connected by a ground level walkway.*
 - b. The tract is at least two (2) acres in size.
 - i. *The site is approximately 54 acres in size.*
 - c. The use is consistent with the requirements of the Zoning Ordinance.

- i. *The use is consistent with the requirements of the CN-2 based district and Country Manor – Planned Unit Development (CM-PUD).*
- d. The Planned Unit Development (PUD) can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site.
 - i. *Natural buffers will be maintained between existing developments and the site.*
 - ii. *The surrounding developments are comprised of residential properties and a care facility.*
- e. Each phase of the proposed development is of sufficient size, composition, and arrangement so that its construction, marketing, and operation are feasible as a complete unit, and that provision for and construction of dwelling units and common open space are balanced and coordinated. In addition, the total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
 - i. *The proposed development will be fully constructed to accommodate 44 senior apartments, 32 luxury apartments, 30 memory care units, and a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children, and for rehabilitation services for residents and the public.*
 - ii. *The proposed amendments include reducing the main parking lot size, removing a portion of the northwest building, and removing a detached accessory structure. These features can be added in the future and will serve to further support the initial development's use and character.*
- f. Financing is available to the applicant on conditions and in an amount which is sufficient to assure completion of the Planned Unit Development (PUD). To evidence this finding, a written statement of financial feasibility, which is accepted by the City, shall be submitted by the applicant.
 - i. *The applicant has the ability to acquire the necessary financing to complete the proposed development in full.*
 - ii. *The applicant will be required to provide proof of financing with approval of the Final Plan.*
 - iii. *The applicant has provided an escrow to the City to pay for legal review.*
- g. One (1) individual has been designated by the property owner(s) to be in control of the development.
 - i. *Foundation for Health Care Continuums (Country Manor) has a project coordinator, Scott Kehoe, that has been the primary point of contact throughout the design and development phase of this project and will continue to be the contact throughout construction.*
- h. The Planned Unit Development (PUD) provides for architectural diversity by way of varied building types and exterior building design.
 - i. *The design elevations depict a contiguous development comprised of similar yet separate designs elements.*
- i. Underground Utilities. In any Planned Unit Development (PUD), all utilities, including, but not limited to, telephone, electricity, gas, and cable television shall be installed underground.

- i. *All utilities in the development are planned to be placed underground.*
- j. Utility Connections.
 - i. Water Connections. When more than one property is served from the same service line, a shut off valve must be located in such a way that each unit's service may be shut off and secured by the City, in addition to the normally supplied shut off at the street.
 - 1. *Individual shutoff valves will be located throughout the development. Country Manor has held numerous meetings with Brainerd Public Utilities to ensure a safe and effective water supply.*
 - ii. Sewer Connections. When more than one (1) unit is served by a sanitary sewer lateral which exceeds three hundred (300) feet in length, provisions must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owner's association or owner.
 - 1. *Manholes will be located throughout the development and plans have been reviewed by the Public Works Department.*
- k. Roadways, Private. Design - Private roadways within the project shall have an improved surface to 28 feet or more in width and shall be so designed as to permit the City fire trucks to provide protection to each building.
 - i. *Proposed private roadways have been reviewed by the City Engineer and Fire Chief and have been deemed adequate.*
- l. Parking. No portion of the required private road system may be used in calculating required off-street parking space or be used for parking.
 - i. Elderly (Senior Citizen) Housing. Reservation of area equal to one (1) parking space per unit. Initial development is, however, required of only one-half (½) space per unit and said number of spaces can continue until such time as the City Council considers a need for additional parking spaces has been demonstrated.
 - ii. Day Care Facilities. Day care facilities that serve fourteen (14) or fewer persons: In addition to residential parking requirements, one (1) space per seven (7) children capacity. All other day care facilities: One (1) space per teacher on the largest shift, plus one (1) space per ten (10) students/children based on maximum capacity of the facility.
 - iii. Office Buildings, Animal Hospitals and Clinics, Professional Offices and Medical Clinics. One (1) space for every 200 square feet of floor area.
 - 1. *The original site plan contained approximately 197 parking stalls and additional garage parking. The proposed amendment removes approximately 43 off-street parking spaces and one detached garage supporting 16 spaces. Country Manor believed the original design had more parking than necessary. The off-street parking spaces and detached garage removed from the original design can be added later if necessary. Staff believe the proposed dedicated parking areas will sufficiently serve the development.*
- m. Landscaping. In any Planned Unit Development (PUD), landscaping shall be provided according to a plan approved by the City Council, which shall include a

detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the Planned Unit Development plan.

- i. *A detailed landscape plan has been submitted. The landscape plan has been designed to enhance the structure and parking facilities.*
 - ii. *Significant natural buffers will be maintained that will more than adequately screen the development from surrounding areas and roadways.*
 - n. Public services. The proposed project shall be served by the City water and sewer system, and fire hydrants shall be installed at such locations as necessary to provide fire protection.
 - i. *The development will be served by City sewer and water, and the location of fire hydrants has been reviewed by the Fire Department.*
 - o. Refuse. Provision for trash pick-up shall be provided according to a plan approved by the City Council.
 - i. *Per City Code, refuse must be collected at a minimum of a weekly basis.*
 - p. Best Management Practices. All Planned Unit Developments shall incorporate Best Management Practices for stormwater management as defined by Chapter 7 of the City Code, subject to review and approval of the Zoning Administrator, Planning Commission and City Council.
 - i. *Three stormwater retention areas are proposed.*
 - ii. *The City Engineer has reviewed the proposed development for stormwater impacts and has expressed no concerns at this time. A full stormwater review will be conducted upon submittal of the building permit.*
 - q. Sidewalks and Trails. Except as otherwise determined by the City Council, concrete sidewalks not less than five (5) feet in width and/or bituminous trails not less than eight (8) feet in width shall be provided.
 - i. *The proposed development is exempt from this restriction as all proposed roadways are private.*
3. **Development Agreement** – The Community Development Department, Public Works Department, and Brainerd Public Utilities have been working with the engineers and architects for Country Manor as well as Crow Wing County on the development agreement. The following comments have been sent to the City Attorney for inclusion in the agreement:
- a. *Utilities will meet the standards established by Brainerd Public Utilities (BPU). Utility construction drawings and specifications will need to be approved by BPU before construction.*
 - b. *Country Manor and BPU will finalize additional easements for utilities (electric, sanitary, and water) once final locations have been determined. A 10-foot easement will be provided for each utility.*
 - c. *Country Manor will provide engineered construction drawings showing the proposed turn lane and affected drainage patterns. The drawings should also note that lane closures adjacent to the construction area will be coordinated with Crow Wing County and traffic control will meet the requirements of the latest version of*

the MnDOT Temporary Traffic Control Manual. Drawings will need to be approved by Crow Wing County before construction.

- d. *The engineer-of-record shall be on-site during construction and inspect the work of the contractor. They will be responsible to approve, (or verify) that the work is in accordance with the approved construction drawings.*
 - e. *Country Manor will provide a breakdown of costs associated with the construction of the turn lane adjacent to Beaver Dam Road. The City will reimburse Country Manor for 25% of the approved costs after construction. (The City will have a separate agreement with the County to be reimbursed for the 25%.)*
4. **Impervious Surface** - Northern portions of the property are within the Gilbert Lake shoreland district.
- a. Per Section [530.09 Subd. 5 Paragraph B](#) of the City Code, impervious surface coverage of lots must not exceed 25% of the lot area.
 - b. Approximately 650,312 square feet (14.93 acres) of the Site, exclude the proposed Lot 1, Bock 2, are within the shoreland district.
 - c. Per the recommendation of consultants Swanson Haskamp Consulting, the overall impervious surface allowed on the Site should be calculated by combining the 25% impervious surface restriction of the areas within the shoreland district to the allowed impervious surface of the non-shoreland areas.
 - d. Staff is recommending 75% impervious surface for the CM-PUD district
 - e. Total allowable impervious surface for the parcel containing the proposed improvements is approximately 58%.
 - i. *This proposed development does not exceed the impervious surface limit and will be required to retain all stormwater for all improvements made to the site according to the City Code for commercial construction.*
 - ii. *The proposed amendment reduces the amount of impervious surface in the Shoreland Overlay District by removing a portion of the northwest building, a detached garage, and off-street parking spaces.*

As of this writing, the Community Development Department has not received a call regarding this request.

STAFF RECOMMENDATION

Staff recommend the following:

- 1) Recommend approval of the PUD amendment subject to the findings of fact with the following conditions.
 - a. Approval of the Development Agreement.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307 building@ci.brainerd.mn.us

www.ci.brainerd.mn.us

PRELIMINARY PLAT/FINAL PLAT/P.U.D APPLICATION

- ☐ **PRELIMINARY PLAT** (\$500.00 + \$30.00/lot residential + \$1,000.00 escrow deposit)
(\$600.00 + \$50.00/lot commercial + \$1,000.00 escrow deposit)
- ☐ **FINAL PLAT** (fee included with Preliminary Plat)
- ☒ **PLANNED UNIT DEVELOPMENT** (\$1,000 + \$2,000 escrow deposit/residential)
(\$1,500 + \$2,000 escrow deposit/commercial)

PROPERTY ADDRESS: PID: 41330744, 41330745, 41330755

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy) See attached

Property Owner Name: Foundation for Health Care Continuums

Street Address: 520 1st Street NE **City:** Sartell **State:** MN **Zip Code:** 56377

Phone Number: 320-253-1920 **Fax:** 320-656-5922 **E-mail:** kharguth@countrymanor.org

Applicant Name: (if different than Property Owner) _____

Street Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Fax:** _____ **E-Mail:** _____

Description of Request: Requesting a PUD amendment for the Country Manor Development Project as depicted in the site plan.

Property Owner Signature

ANTHONY FENSTERMACHER

(Please print name)

Applicant Signature

Kevin Harguth

(Please print name)

12/23/24

Date

12/23/2024

Date

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Foundation for Health Care Continuums has submitted an application to amend their Planned Unit Development for parcels 41330800, 41330803, and 41330799. The developer proposes to construct and equip thereon a mixed-use development consisting of an approximate 110-unit senior living campus and attached daycare facility. As proposed, a private road off Beaver Dam Rd will be used to access the facility. The applicant is requesting to amend their original site plan and building footprint by removing a detached garage, reducing the number of outdoor parking stalls, and reducing the size of the building footprint specifically for common areas. The property included in this application is described as:

The South 26.10 Acres of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota.

AND

Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134), Range Twenty-eight (28), except the South 26.10 acres thereof, Crow Wing County, Minnesota.

AND

*The North 874.74 feet of NE1/4 of SW1/4, Except the South 12 acres of the North 874.74 feet, Crow Wing County, Minnesota.
Section 33, Township 134, Range 28*

A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, January 15th, 2024, in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the variance request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 24th day of December, 2024



James Kramvik
Community Development Director

Publication Date: January 4, 2025

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GLTA

Architects

808 Courthouse Square, St. Cloud, MN 56303
(201) 252-6740
www.gltarchitects.com

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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRUCE C. WICKHAM
DATE: 04/30/21 LICENSE NO. 26908

Westwood

Phone (202) 252-6465 2704 12th Street North, Suite 208
Fax (202) 252-2051 St. Cloud, MN 56303
Toll Free (800) 270-6555 westwoodps.com
Westwood Professional Services, Inc.

Revision Schedule		
Revision Number	Revision Description	Revision Date

construction
document
-100% status

KEY PLAN

COUNTRY MANOR
NEW FACILITY

BRainerd, MINNESOTA

DATE 04/30/21

PROJECT 0024151.00

C3.0

GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIST PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF CORNERS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERING ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 3 COMPLETE PASSES WITH FULLY LOADED TANDEM AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED TO ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MINDOT 2105.391 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MINDOT 2105.372.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

GRADING LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RUPAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

PRELIMINARY

OVERALL GRADING & DRAINAGE PLAN

COUNTRY MANOR OF BRAINERD

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SITE DEVELOPMENT PLANS

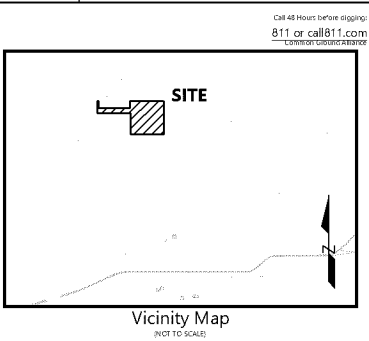
FOR
**SITE, GRADING, EROSION
CONTROL, SANITARY SEWER,
WATERMAIN AND STORM SEWER**
FOR

COUNTRY MANOR OF BRAINERD BRAINERD, MN

PREPARED FOR:
GLT ARCHITECTS
808 COURTHOUSE SQUARE
ST. CLOUD, MN 56303
CONTACT: EVAN LARSON
PHONE: 320-252-3740
EMAIL: ELARSON@GLTARCHITECTS.COM

PREPARED BY:
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Fax (820) 958-2001 St. Cloud, MN 56303
Tel/Fax (820) 270-5865 westwoodps.com
Westwood Professional Services, Inc.
PROJECT NUMBER: 0024151.00
CONTACT: JOHN S. BLENKER

SHEET INDEX	
SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER
C2.0	Site Plan
C3.0	Overall Grading & Drainage Plan
C3.1	Enlarged Grading & Drainage Plan
C4.0	Erosion Control Plan
C5.0	Sanitary & Watermain Plan
C5.1	Storm Sewer Plan
C5.2	Storm Sewer Plan
C5.3	Storm Sewer Plan
C6.0	DETAILS
C6.1	DETAILS



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A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.
John S. Blenker
Date 12/19/24 License No. 269208

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Westwood Professional Services, Inc.

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	LIGHT CLIENT COMMENTS	05/14/21
2	COLLA CLIENT COMMENTS	04/14/24
3	ADDENDUM 3	09/09/24
4	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR
NEW FACILITY

BRAINERD, MINNESOTA	
DATE 12/19/24	PROJECT 0024151.00
C1.0	

SITE DEVELOPMENT PLANS
FOR
SITE, GRADING, EROSION CONTROL,
SANITARY SEWER, WATERMAIN AND
STORM SEWER
FOR
COUNTRY MANOR OF BRAINERD
BRAINERD, MN

COVER

SITE LEGEND

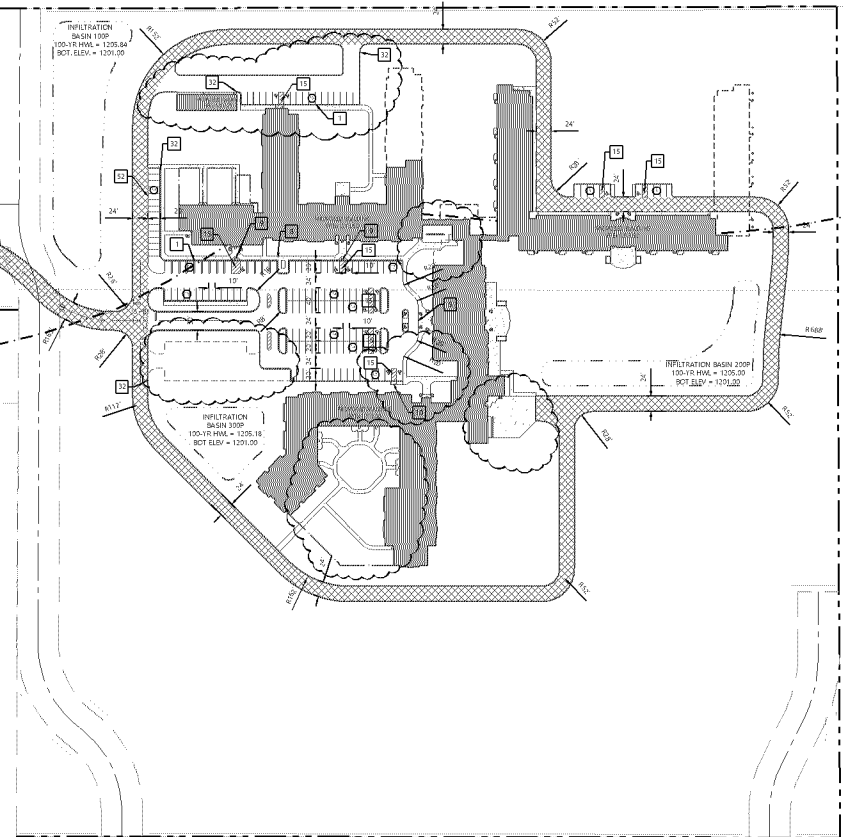
EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		LIGHT DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

SITE DETAILS (SI-0XX)

- 8x12 CURB AND GUTTER
- INTEGRAL CURB AND WALK
- PRIVATE CONCRETE SIDEWALK
- PRIVATE PEDESTRIAN CURB RAMP
- PRIVATE PARALLEL PEDESTRIAN CURB RAMP
- SIGN INSTALLATION
- HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- SEAWALL CURB
- CONCRETE VALLEY GUTTER

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY CVALLEY & ERON LAND SURVEYORS, INC., COLD SPRING, MN ON 12/06/2018.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADI ARE SHALL BE 3.0 FEET 3"0" FACE OF CURB; UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE 36" WIDE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADE, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.



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I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE JURE
OF THE STATE OF MINNESOTA.
[Signature]
Date: 12/19/24 License No. 26200

Westwood

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Fax: (202) 253-2007 St. Cloud, MN 56305
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Revision Schedule

Revised Number	Revision Description	Revised Date
1	LIGHT DUTY PAVEMENT	05/24/21
2	COLLA CLIENT COMMENTS	04/24/24
3	ADDENDUM 3	09/09/24
4	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

	DATE	12/19/24
	PROJECT	0024151.00
C2.0		

SITE PLAN

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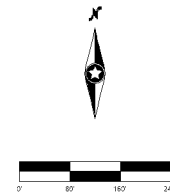
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GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, ENTRY PORCHES, SHOPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBERS OF CORNERPIKES.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOO OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TREE ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRASS.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTIGUOUS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXIST AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL AT MINIMUM WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM ONE (1) COMPLETE PASSES WITH FULLY LOADED TANDEN-AXLE DUMP TRUCK, OR APPROVED EQUIVALENT, IN EACH OF A PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- NO BANKING MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED SHORT METHOD AS OUTLINED IN MNDOT 2105.3P1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- NO BANKING MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3P2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSATURABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.
- GRADE SLOPES AWAY FROM BUILDING AT 5 PERCENT FOR THE FIRST 10 FEET ON PERVIOUS SURFACES AND 2% ON IMPERVIOUS SURFACES.
- WOOD MEMBERS INCLUDING WOOD SHAKING THAT ARE IN CONTACT ON EXTERIOR FOUNDATION WALLS AND ARE LESS THAN 8" FROM EXPOSED EARTH SHALL BE OF NATURALLY DURABLE OR PRESERVATIVE-TREATED WOOD.

GRADING LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		ROCK CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		ALIGNED PIPE SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		EDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION



OVERALL GRADING & DRAINAGE PLAN

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	LIGHT COPY PROVIDED	05/24/21
2	COLLA CLIENT COMMENTS	04/24/24
3	ADDENDUM 5	09/09/24
4	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRANERD, MINNESOTA

C3.0	DATE: 12/19/24
	PROJECT: 0024151.00



	DATE	12/19/24
	PROJECT	0024151.00

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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	LIGHT DUTY FENCE	05/24/21
2	COLLA CLIENT COMMENTS	04/14/24
4	ADDENDUM 5	09/09/24
5	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE: 12/19/24
PROJECT: 0024151.00
C4.0

EROSION CONTROL LEGEND

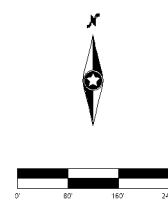
EXISTING	PROPOSED	PROPERTY LINE

GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VALETS TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON SITE SHALL BE MAINTAINED AND/OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IF OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL, TEMPORARY FENCING, DIRT, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.

GENERAL EROSION CONTROL NOTES

3. EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DISPOSING OF SILT. THE OWNER MAY OBJECT THE CONTRACTOR'S METHODS AS DENIED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MULCH ON NEW OR EXISTING PAVEMENT OR IN EXISTING DRAINAGE SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEARED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
4. ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
5. PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
6. WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD CHIP BLANKET INSTALLED ON THE DISTURBED SOILS.
7. ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH. SOIL EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
8. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MNPCA, NPDES, MNDOT, AND CITY.
 - A. TEMPORARY (GRABER THAN 1 YEAR): SEED SHALL BE MNDOT SEED MIX 22-111 AT 35.5-POUNDS PER ACRE.
 - B. TEMPORARY (LESS THAN 1 YEAR): SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE.
 - C. INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-263 AT 14.5-POUNDS PER ACRE.
 - D. POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
 - E. GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - F. MULCH SHALL BE MNDOT TYPE 1 AFFLUENT 2-TONS PER ACRE.
9. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SEED OR EROSION CONTROL BLANKETS IS REQUIRED.
10. ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
11. ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DROGGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PILING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A PONDING.
14. PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.



EROSION CONTROL PLAN

EXISTING

PROPOSED

PROPERTY LINE

EASEMENT LINE

CURB AND GUTTER

SANITARY SEWER

SANITARY SEWER FORCE MAIN

STORM SEWER

WATER MAIN

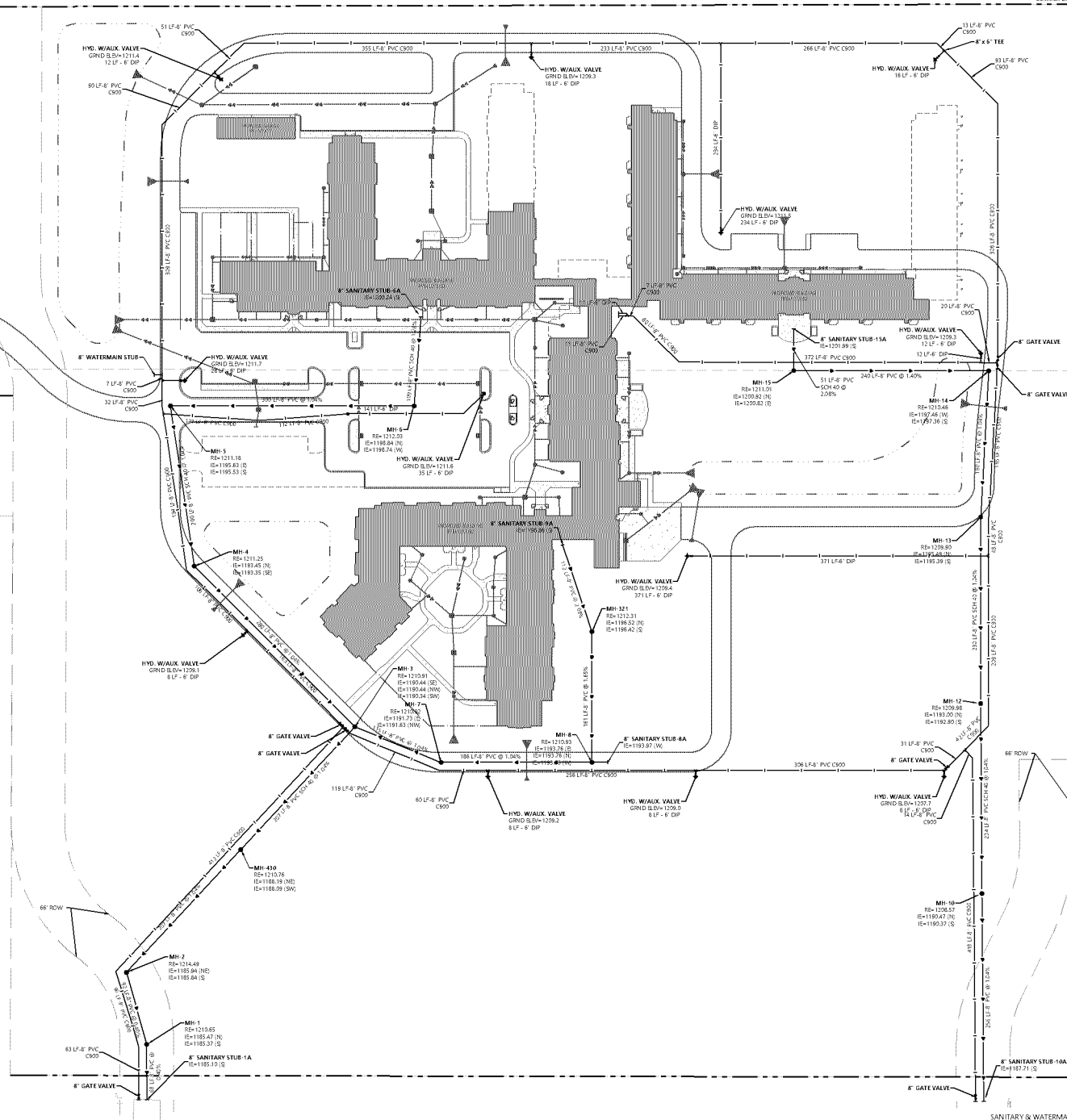
HYDRANT

DRAIN TILE

GATE VALVE

FLAGGED END SECTION (WITH RIPRAP)

LIGHT POLE

[illegible]

	DATE	12/15/24
	PROJECT	0224151.00

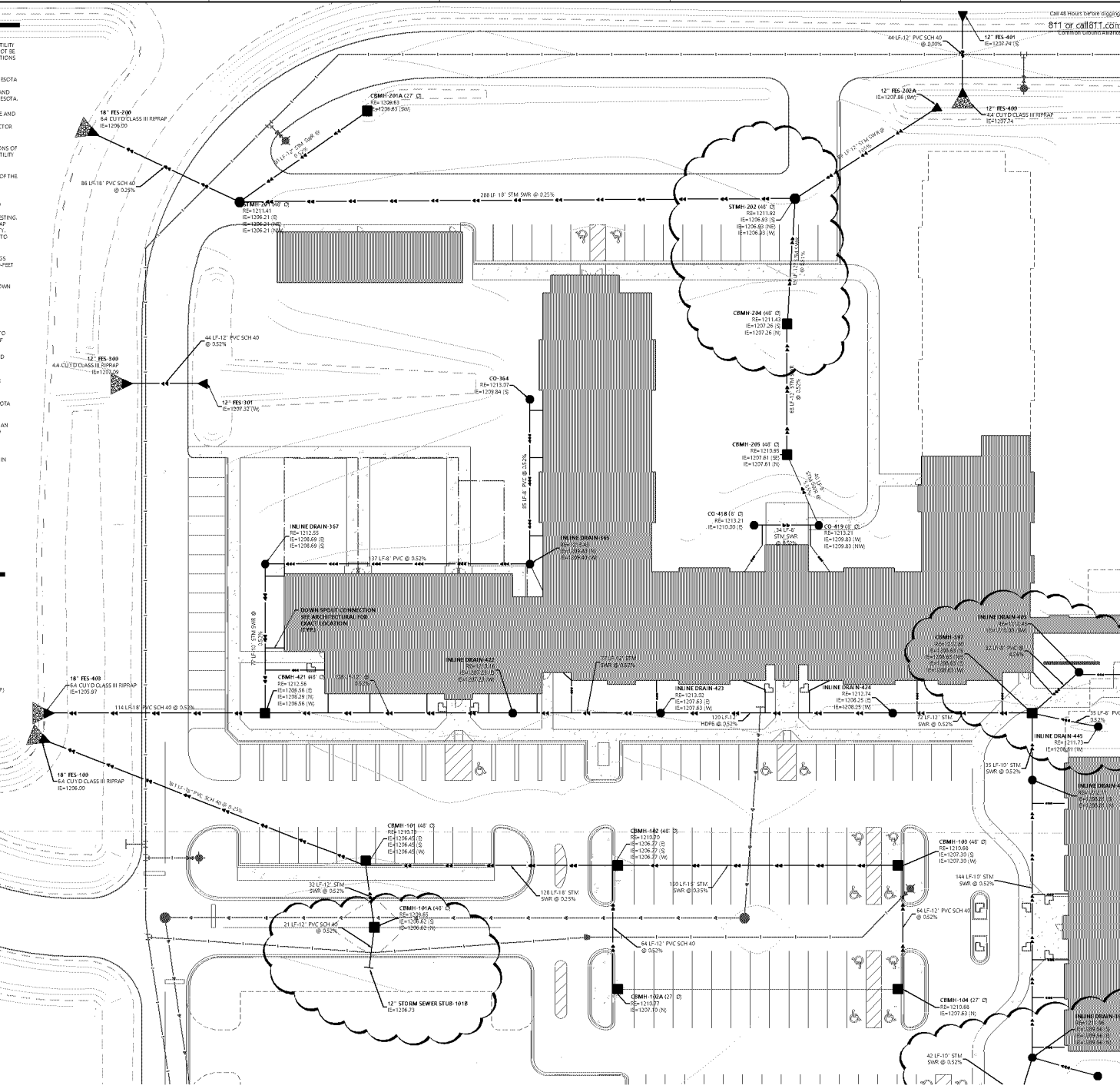
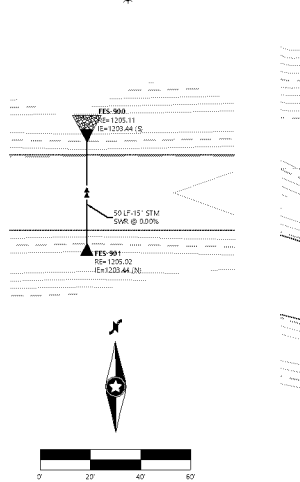
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GENERAL STORM SEWER NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL STORM SEWER MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE AGREED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE INTERFERE WITH, CONNECT ANY PIPE OR HOW TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 15-FEET OF THE CROSSING. IN SLOATE CROSSINGS WITH STORM SEWER.
8. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
9. STORM SEWER PIPE:
 - A. HOPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. HOPE STORM PIPE 4" TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M202. HOPE STORM PIPE 12" TO 48-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D3212.
 - C. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2685 AND INSTALLED PER ASTM D3212.
 - D. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERSTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 710.3. STORM SEWER LOCATED WITHIN 15-FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 710.
10. ALL NON CONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE TRACER, WARE PER MINNESOTA PLUMBING CODE, PART 604.8.
11. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH ELEVATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
12. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.25 FEET. R/W ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

STORM SEWER LEGEND

EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	BASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	FLARED END SECTION (WITH RIRAP)
---	---	LIGHT POLE



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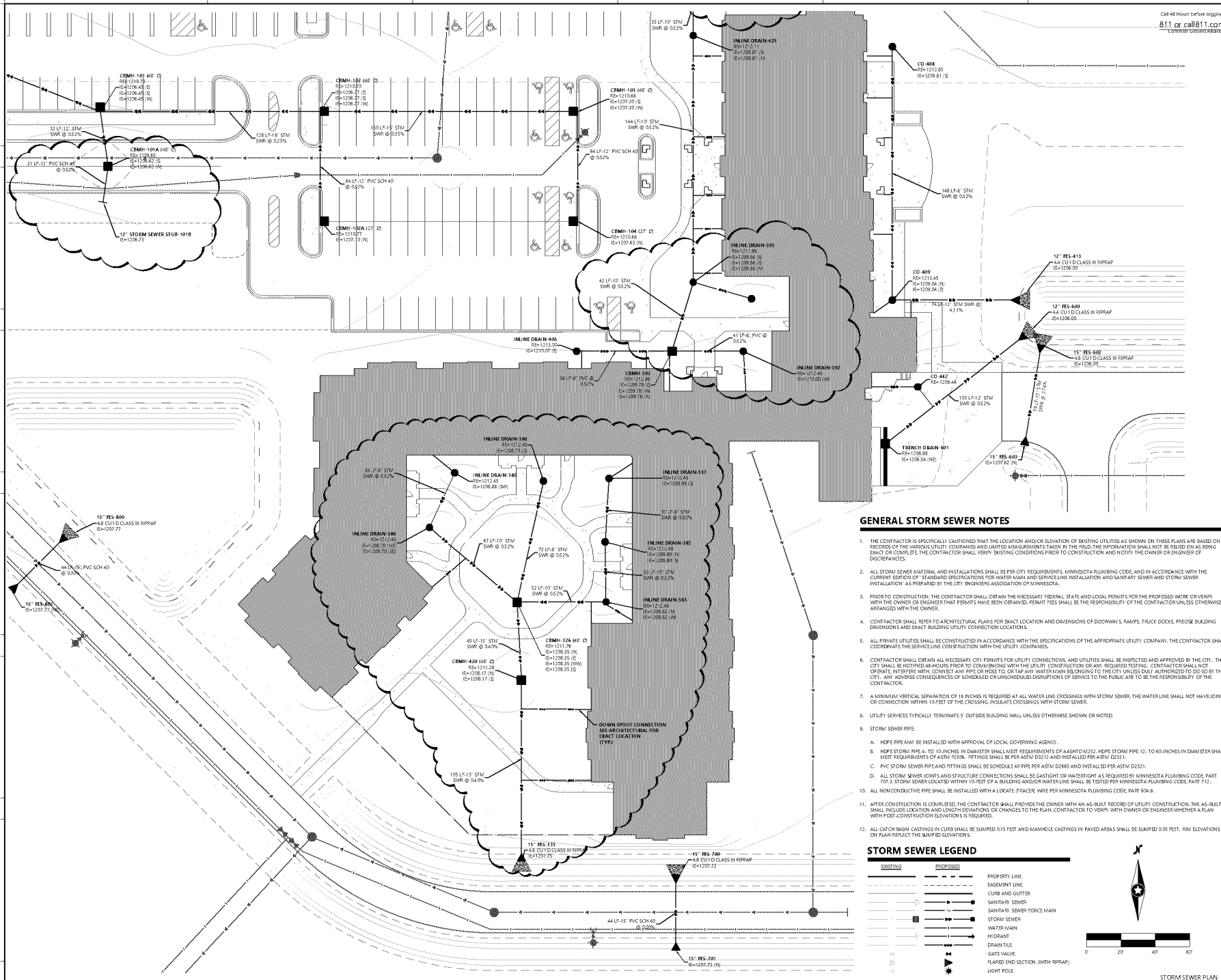
Revision Schedule		
Revision Number	Revision Description	Revision Date
1	LIGHT CURB PROPOSED	05/24/21
2	COLLA CLIENT COMMENTS	04/24/24
4	ADDENDUM 5	09/09/24
5	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR
NEW FACILITY

BRANERD, MINNESOTA

DATE: 12/19/24
PROJECT: 00241503
C5.1



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Revision Schedule		
Revision Number	Revision Description	Record Date
1	LIGHT DUTY PROVIDED	05/24/21
2	COLLA CLIENT COMMENTS	04/24/24
3	ADDENDUM 1	09/09/24
4	ADDENDUM 2	12/15/24

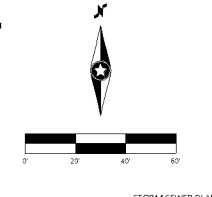
KEY PLAN

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2. ALL STORM SEWER MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOCKWALKS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATION.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FOOT OF THE CROSSING. IN-SITUATE CROSSINGS WITH STORM SEWER.
8. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
9. STORM SEWER PIPES:
 - A. HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. HDPE STORM PIPE 4" TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HOPE STORM PIPE 12" TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2366. FITTINGS SHALL BE PER ASTM D3312 AND INSTALLED PER ASTM D3311.
 - C. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PER PER ASTM D3026 AND INSTALLED PER ASTM D3311.
 - D. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 797.3. STORM SEWER LOCATED WITHIN 10-FOOT OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
10. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE TRACER WIRE PER MINNESOTA PLUMBING CODE, PART 804.8.
11. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DIMENSIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POSITIVE CONSTRUCTION ELEVATIONS IS REQUIRED.
12. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SANDED 0.55 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SANDED 0.05 FEET. RIM ELEVATIONS OR PLAN REFLECT THE SANDED ELEVATIONS.

STORM SEWER LEGEND

EXISTING	PROPOSED	PROPERTY LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	SANITARY SEWER
---	---	SANITARY SEWER FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	DRAIN TILE
---	---	GATE VALVE
---	---	PLAID END SECTION (WITH RIPRAP)
---	---	LIGHT POLE

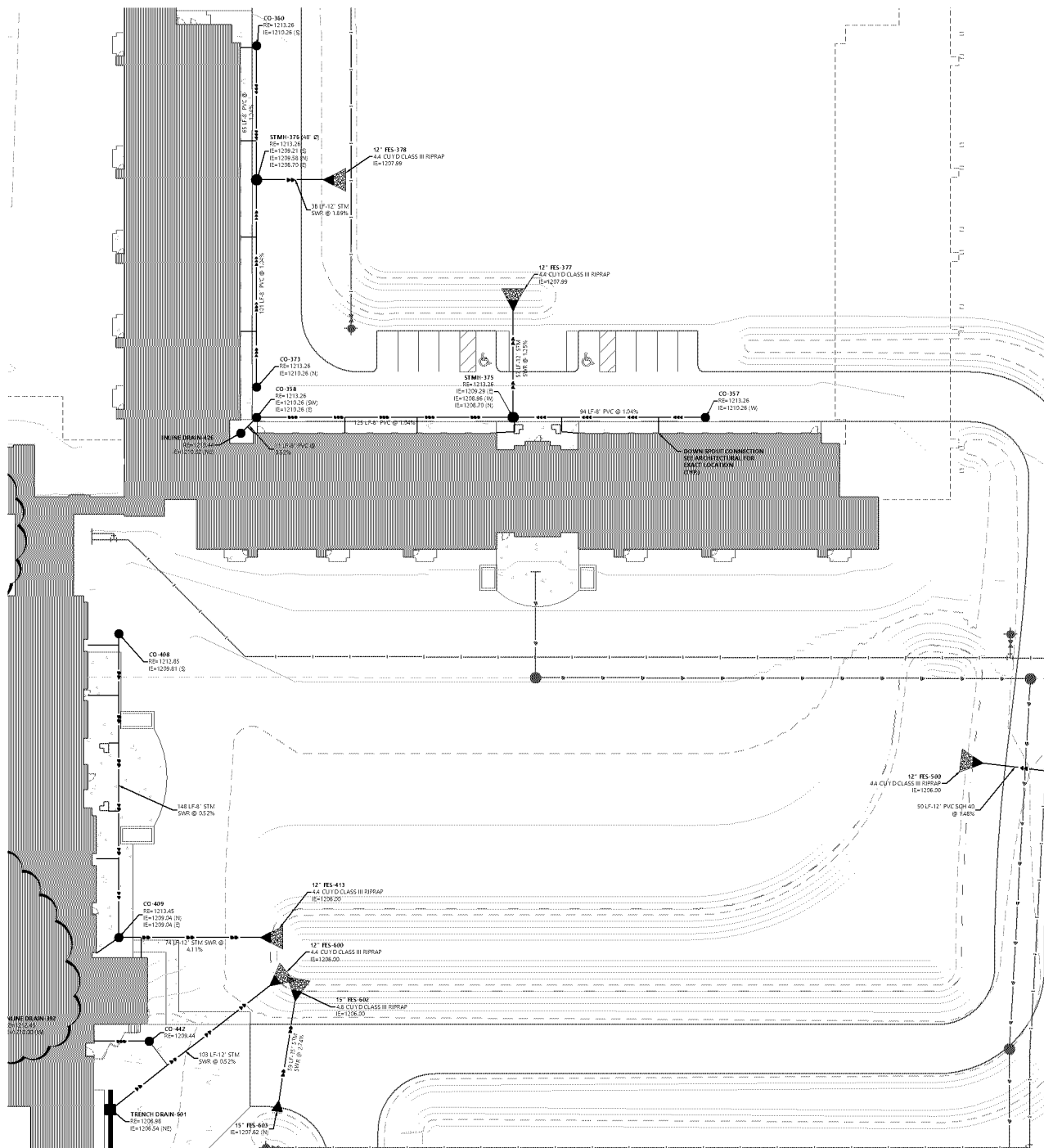


COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE: 12/15/24	PROJECT: 0024151.00
C5.2	

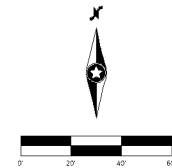


GENERAL STORM SEWER NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT. ON COMPLETION, THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL STORM SEWER MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION, AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OR SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10 FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
8. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
9. STORM SEWER PIPE:
 - A. HOPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - B. HOPE STORM PIPE 4" TO 10" INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HOPE STORM PIPE 12" TO 60" INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D3231.
 - C. PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D668 AND INSTALLED PER ASTM D3231.
 - D. ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 703.3. STORM SEWER LOCATED WITHIN 15 FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
10. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE TRACER WIRE PER MINNESOTA PLUMBING CODE, PART 604.8.
11. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DIMENSIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
12. ALL CATCH-BASIN CASTINGS IN CURBS SHALL BE SUMPED 3.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 5.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.

STORM SEWER LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		DRAIN TILE
		GATE VALVE
		FLANGED END SECTION (WITH RISER)
		LIGHT POLE



STORM SEWER PLAN

Call 48 Hours before signing:
811 or call 811.com
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DATE: 12/19/24 LICENSE NO.: 26908

Westwood

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Westwood Professional Services, Inc.

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	LIGHT CURB PROVIDED	05/24/21
2	COLLA CLIENT COMMENTS	04/24/24
3	ADDENDUM 1	09/09/24
4	ADDENDUM 4	12/19/24

KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH	DATE	12/19/24
	PROJECT	0024151.00
C5.3		

- GENERAL SITE PLAN NOTES
- A. CONTRACTOR SHALL POST AND STAKE OUT ENTIRE NEW BUILDING PRIOR TO THE START OF CONSTRUCTION. NOTIFY ARCHITECT OF ANY ENCROACHMENTS PRIOR TO BEGINNING SITE PLAN AND IN FIELD WORK.

B. ALL EXISTING UTILITIES NOT SHOWN FOR ENGINEERING SHALL BE MAINTAINED FOR USE AS SITE'S EXISTING MATERIAL.

C. CONTRACTOR SHALL USE CONCRETE AS A GUIDE. EXACT DIMENSIONS SHALL BE DETERMINED IN FIELD WITH ARCHITECT. ALL DIMENSIONS SHALL BE AS MEASURED FROM BUILDING TO NATURAL POINT.

D. VERIFY EXISTING EXTERIOR FINISHES WITH A QUALIFIED CONTRACTOR.

E. LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.

F. COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.

G. REMOVE EXISTING UTILITIES WITHOUT CHANGES IN WATER FLOW.

H. PATCH BRICK IN INTERIORS TO MATCH EXISTING AS REQUIRED.

I. FIELD DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWING ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS.

J. MINIMUM GRADE FOR PAVING IS 1.0% MINIMUM GRADE FOR DRIVEWAYS IS 1.0% MINIMUM GRADE FOR SIDEWALKS IS 1.0% MINIMUM GRADE FOR DRIVEWAYS IS 1.0% MINIMUM GRADE FOR SIDEWALKS IS 1.0%.

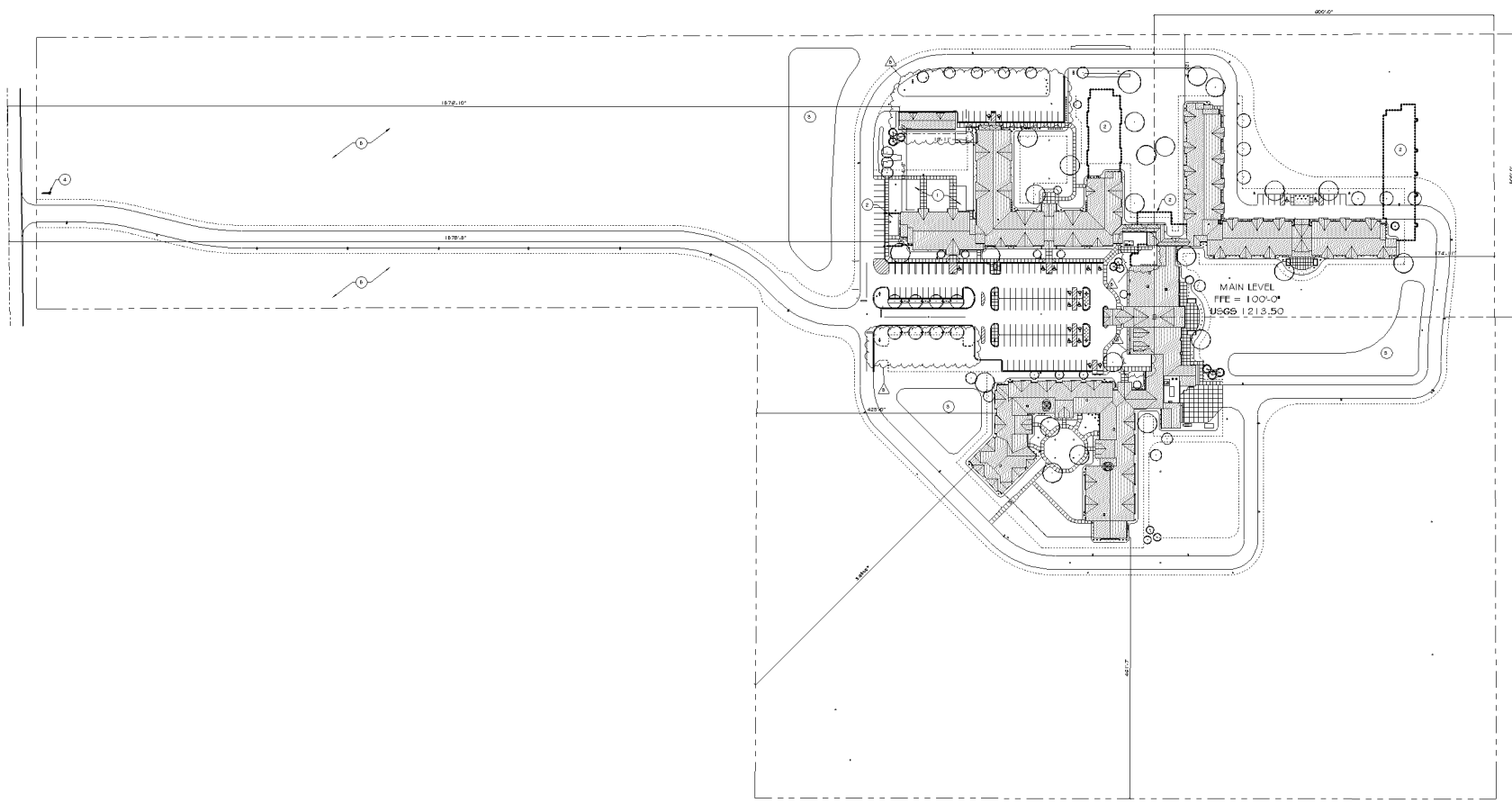
- PLAN NOTES
1. PLAYGROUND.

2. FUTURE EXPANSION.

3. WATER RETENTION POND.

4. MINIMUM GRADE SEE SHEET A.1.7.

5. CLAY AND BRICK IN EXISTING WOODED AREA.



25

CAMPUS SITE PLAN
1" = 80'-0"

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EVALUATION
DATE: 30 OCTOBER 2023

PROJECT NO. 42532

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Revision Schedule

Revision	By	Revision Description	Revision Date
1	REVISION	REVISION	10/30/2023
2	REVISION	REVISION	10/30/2023

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH

DATE: 30 OCTOBER 2023
PROJECT: 2315

A1.0

SITE PLAN - CAMPUS

GENERAL SITE PLAN NOTES

- CONTRACTOR SHALL FILL AND STRIKE OUT EXISTING ANY BUILDING FROM THE START OF EXCAVATION. NOTIFY ARCHITECT OF ANY DISCREPANCY BETWEEN EXIST PLAN AND IN-FIELD WORK.
- ALL EXCAVATED SOIL, NOT SUITABLE FOR LONG TERM FILL, MAY BE SAVED FOR USE AS SITE GRADING MATERIAL.
- CONTRACTOR SHALL USE CONTIGUOUS AS A GUIDE. EXACT GRADINGS SHALL BE DETERMINED IN-FIELD WITH ARCHITECT. ALL GRADINGS SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
- VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
- LOCATE EXISTING UTILITIES FROM ANY WORK.
- COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
- REMOVE ALL TREES WITHOUT CHANGING WRITTEN PERMISSION.
- FLUSH BACK IN INFORMATION TO MATCH EXISTING AS REQUIRED.
- FOR USED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS.
- MINIMUM COVER FOR FENCING: RETENTION - 16". CONCRETE FENCES AND CONCRETE - 12". MAXIMUM GRADE FOR SLOPED OR SLOPED AREA: 1:8.

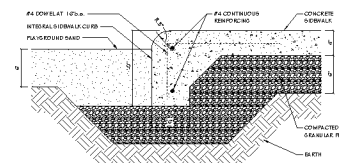
PLAN NOTES

- CONCRETE IN FIELD, SEE STRUCTURE WALL.
- CONCRETE SIDEWALK.
- CONCRETE PAVEMENT.
- CONCRETE CURB AND GUTTER, SEE CIVIL.
- CONCRETE ROLL OVER ACCESSIBLE CURB, SEE CIVIL.
- INTERMEDIATE SURFACE, SEE CIVIL.
- ACCESSIBLE PARKING SIGN, SEE DETAIL 3.1(A).
- NO PARKING SIGN AT HEAD OF ACCESSIBLE.
- ACCESSIBLE PARKING SIGN, SEE DETAIL 3.1(A).
- ACCESSIBLE PARKING ACCESS ASIDE PARKING STEEP AT 40° O.C.
- PAINT STEERING, 4" WHITE WHEEL AT PARKING SPACES, TYPICAL.
- 40° NO 8 CHAIN LINK FENCING AT PERIMETER OF PARKING.
- 40° WHITE PAVEMENT MARKING ON CHAIN LINK FENCE DATE.
- 40° DEEP PAVEMENT MARKING.
- POLE LIGHT, SEE ELECTRICAL.
- CONCRETE FENCE.
- 40° NO 8 CHAIN LINK FENCING OVER SIDEWALK AT PERIMETER OF PARKING. SEE DETAIL 3.1(A).
- 40° NO 8 CHAIN LINK FENCING OVER SIDEWALK.
- PROVIDE INTERIOR CURB WHERE SIDEWALK AND DRIVE PAVEMENT. SEE DETAIL 3.1(A).
- 12" NO 8 CHAIN LINK FENCING ON DRIVE.

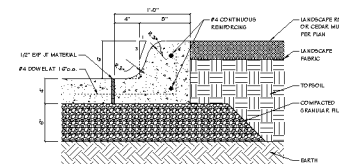
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Revision Schedule

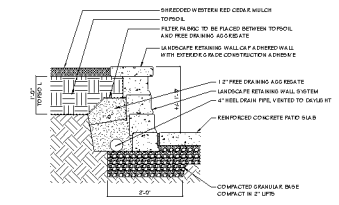
Revision	By	When	What
1	REVISION	25 APR 2024	100% COMPLETE



25 PLAYGROUND CURB DETAIL
1" = 1'-0"



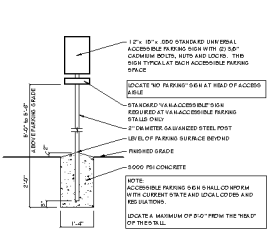
30 PLANTER CURB DETAIL
1" = 1'-0"



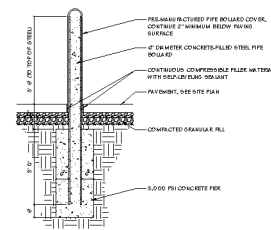
35 LANDSCAPE PLANTER
1" = 1'-0"

ENLARGED SITE - NORTH, SITE DETAILS

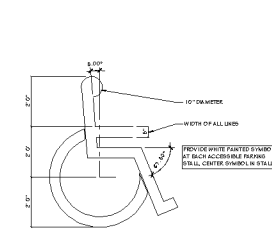
25 ENLARGED SITE PLAN - NORTH
1" = 20'-0"



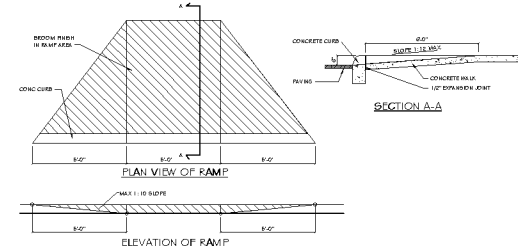
31 ACCESSIBLE PARKING SIGN
1" = 1'-0"



32 PIPE BOLLARD DETAIL
1" = 1'-0"



33 ACCESSIBLE PARKING
1" = 1'-0"



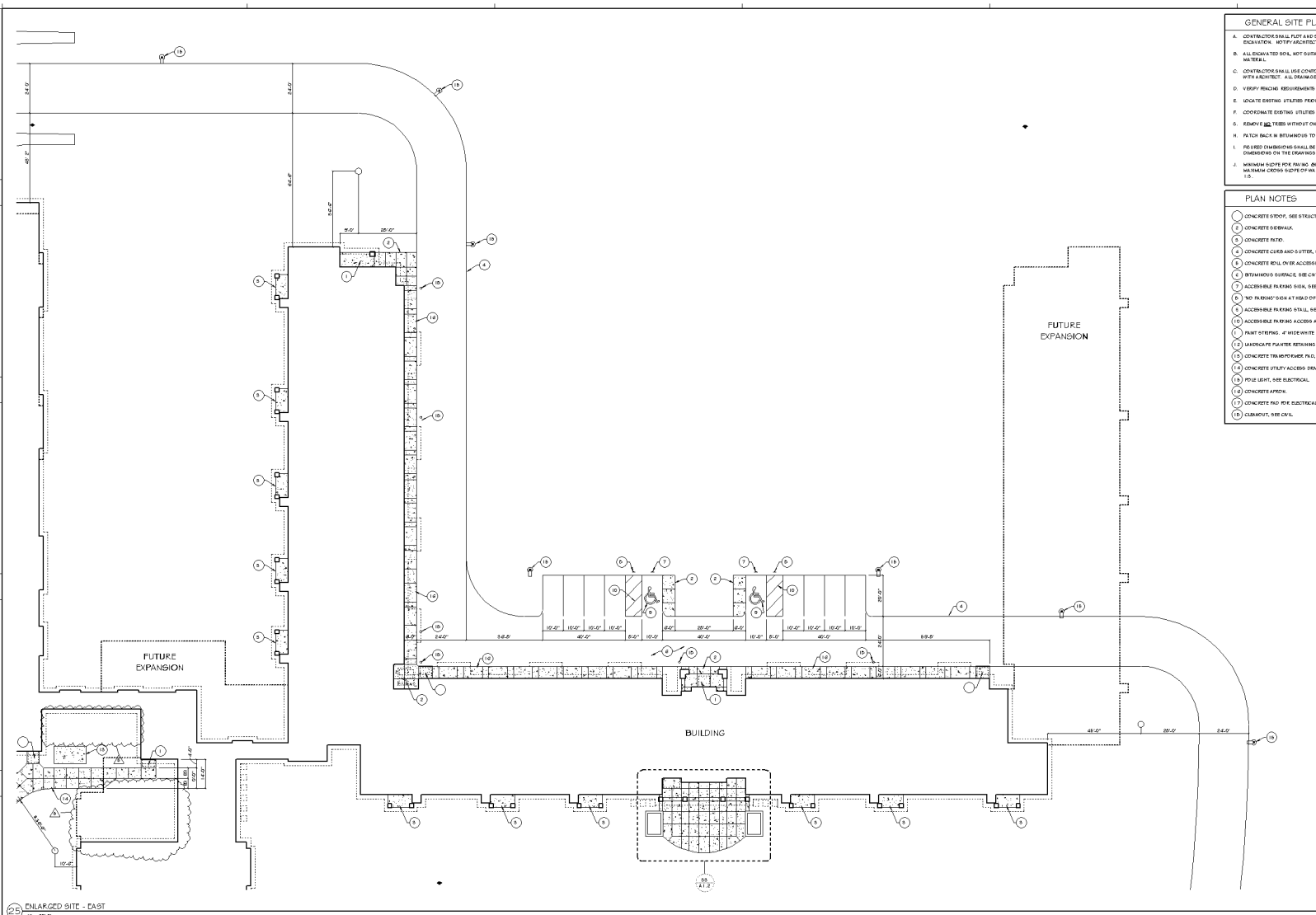
34 PEDESTRIAN CURB CUT DETAIL
1" = 1'-0"

COUNTRY MANOR
NEW FACILITY

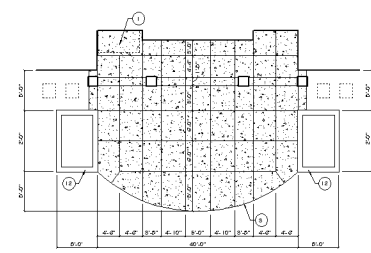
BRainerd, MINNESOTA

DATE	30 OCTOBER 2023
PROJECT	2315

A1.1



25 ENLARGED SITE - EAST
1" = 20'-0"



23 ENLARGED PATIO PLAN
1" = 10'-0"

GENERAL SITE PLAN NOTES

- CONTRACTOR SHALL FILL AND STAKE OUT EXISTING ANY BUILDING FROM THE STATE OF MINNESOTA. NOTIFICATION OF ANY CONSTRUCTION WITHIN SITE TOWN AND IN-FILED WORK.
- ALL EXISTING SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SAVED FOR USE AS SITE GRADING MATERIAL.
- CONTRACTOR SHALL USE CONTOURS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN FIELD WITH ARCHITECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
- VERIFY FINISH REQUIREMENTS WITH GENERAL CONTRACTOR.
- LOCATE EXISTING UTILITIES FROM TO ANY WORK.
- CONVERT EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
- REMOVE ALL TREES WITHOUT CHANGING EXISTING PERMANENT.
- PLOT BACK IN RETENTION TO MATCH EXISTING AS REQUIRED.
- FOR USED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWING ARE TO BE USED TO FIELD VERIFICATION TO SUIT ADEQUATE ELEVATIONS.
- MINIMUM GRADE FOR THE NEW RETENTION WALL - 10'. CONCRETE FILLING AND CONCRETE - 10'. MAXIMUM GRADE FOR THE NEW RETENTION WALL - 10'. MAXIMUM GRADE FOR THE NEW RETENTION WALL - 10'.

PLAN NOTES

- CONCRETE DRIVE, SEE STRUCTURAL.
- CONCRETE DRIVE.
- CONCRETE DRIVE.
- CONCRETE DRIVE AND UTILITY, SEE CIVIL.
- CONCRETE DRIVE ON OR ACCESSIBLE CURB, SEE CIVIL.
- INTERIOR SURFACE, SEE CIVIL.
- ACCESSIBLE PAVING SIDE, SEE DETAIL 3 (A) 1.
- NO IN-PATH SIDE AT 10'-0" OF ACCESSIBLE SIDE.
- ACCESSIBLE PAVING SIDE SEE DETAIL 3 (A) 1. FOR PLANT MARKING.
- ACCESSIBLE PAVING ACCESS AREA (NO PLANTING), PLANT STRIPS AT 4'-0" O.C.
- PLANT STRIPS, 4" WIDE WHITE LINE AT PARKING SPACES, TYPICAL.
- LANDSCAPE PLANTING RETENTION WALL SYSTEM, SEE 8 (A) 1.
- CONCRETE TRANSPORTER FILL, SEE ELECTRICAL.
- CONCRETE UTILITY ACCESS DRIVE, SEE CIVIL.
- POLE LIGHT, SEE ELECTRICAL.
- CONCRETE ASPHALT.
- CONCRETE AND PAVEMENT ELECTRICAL DEMOLITION, SEE CIVIL.
- DEMOLITION, SEE CIVIL.

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BY ARCHITECT: DATE: 30 OCTOBER 2023 P.E. NO. 42532

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Revision Schedule		
Revision	Revision Description	Revision Date
1	REVISION	25 APR 2024
2	REVISION	10 APR 2024

COUNTRY MANOR

NEW FACILITY

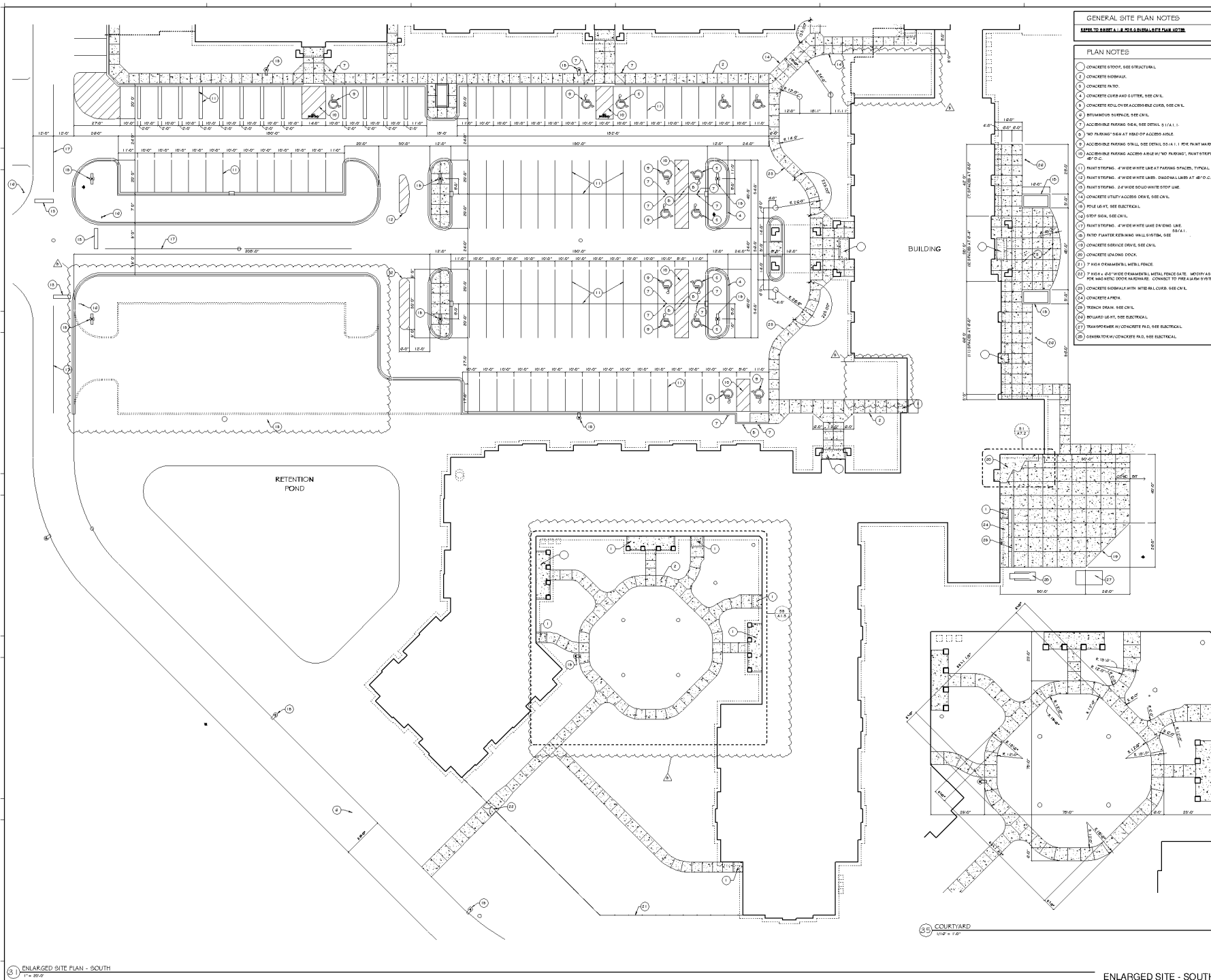
BRAINERD, MINNESOTA

DATE: 30 OCTOBER 2023

PROJECT: 2315

A1.2

ENLARGED SITE - EAST, SITE DETAILS



GENERAL SITE PLAN NOTES

REFER TO SHEET A-1 FOR GENERAL SITE PLAN NOTES.

PLAN NOTES

- 1 CONCRETE STOPY, SEE STRUCTURAL.
- 2 CONCRETE SUBWALL.
- 3 CONCRETE PAVT.
- 4 CONCRETE CURB AND GUTTER, SEE CIVIL.
- 5 CONCRETE ROLL OVER ACCESSIBLE CURB, SEE CIVIL.
- 6 RETENTION POND, SEE CIVIL.
- 7 ACCESSIBLE PARKING SEAL, SEE DETAIL A (1.1.1).
- 8 NO PARKING, SEE AT HEAD OF ACCESS AISLE.
- 9 ACCESSIBLE PARKING SEAL, SEE DETAIL A (1.1.1) FOR PARKING MARKINGS.
- 10 ACCESSIBLE PARKING ACCESS AISLE W/ "NO PARKING", PAINT STRIPS AT 40" P.C.
- 11 PAINT STRIPS, 4" WIDE WHITE LANE AT PARKING SPACES, TYPICAL.
- 12 PAINT STRIPS, 4" WIDE WHITE LANE, DIAGONAL LINED AT 45° TO C.
- 13 PAINT STRIPS, 2 1/2" WIDE SOLID WHITE STOP LINE.
- 14 CONCRETE UTILITY ACCESS DRIVE, SEE CIVIL.
- 15 POLY LIGHT, SEE ELECTRICAL.
- 16 STOP SIGN, SEE CIVIL.
- 17 PAINT STRIPS, 4" WIDE WHITE LANE DIVIDING LANE.
- 18 PAINT STRIPS, 4" WIDE WHITE LANE DIVIDING LANE, SEE DETAIL A (1.1.1).
- 19 CONCRETE SERVICE DRIVE, SEE CIVIL.
- 20 CONCRETE CHAINING DOCK.
- 21 7' HIGH PERMANENT METAL FENCE.
- 22 7' HIGH 4" 60" WIDE PERMANENT METAL FENCE GATE, MOVING AS REQ'D FOR HAND TRUCK DOCK SERVICE. CONNECT TO FIRE ALARM SYSTEM.
- 23 CONCRETE SUBWALL WITH WATER COVER, SEE CIVIL.
- 24 CONCRETE A PITCH.
- 25 FRENCH DRAIN, SEE CIVIL.
- 26 INSULATED LIGHT, SEE ELECTRICAL.
- 27 TRANSFORMER W/ CONCRETE PAD, SEE ELECTRICAL.
- 28 GENERATOR W/ CONCRETE PAD, SEE ELECTRICAL.

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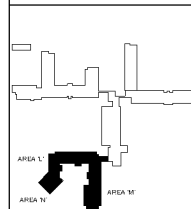
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BY: J. LARSON
DATE: 30 OCTOBER 2023
PEL: MNO. 42532

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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APRIL 2024
2	REVISION	10 SEPTEMBER 2024

KEY PLAN



COUNTRY MANOR
NEW FACILITY

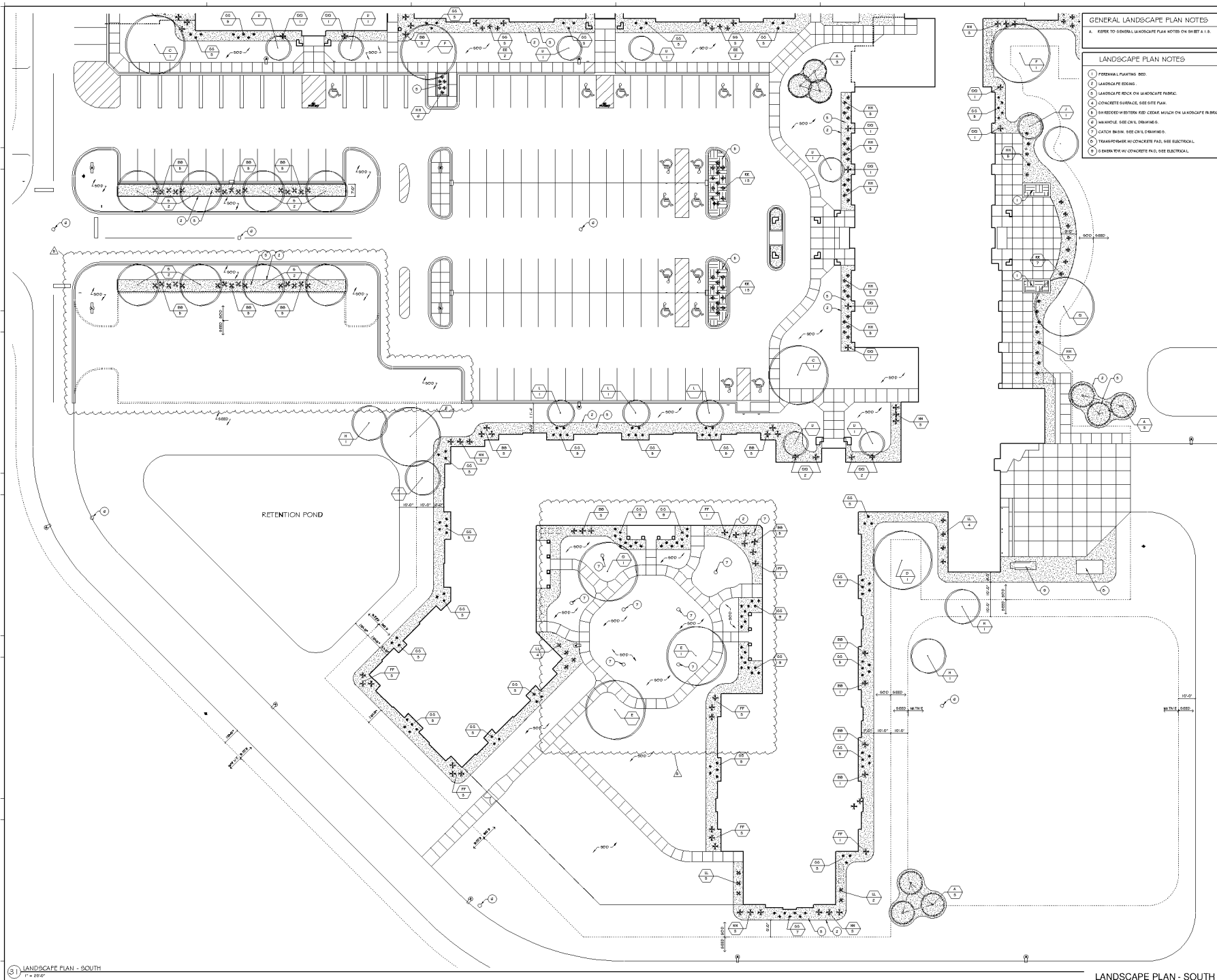
BRainerd, MINNESOTA

NORTH	DATE	PROJECT
	30 OCTOBER 2023	2315
A1.3		

5 ENLARGED SITE PLAN - SOUTH
1" = 80'-0"

ENLARGED SITE - SOUTH





GENERAL LANDSCAPE PLAN NOTES		
A. REFER TO GENERAL LANDSCAPE PLAN NOTES ON SHEET A.1.5.		
LANDSCAPE PLAN NOTES		
1	PERMANENT PLANTING BED.	
2	LANDSCAPE BEDDING.	
3	LANDSCAPE ROCK ON LANDSCAPE PERMANENT.	
4	CONCRETE SURFACE. SEE CIVIL PLAN.	
5	SHRUBS: WINTER KILL CEDAR. MATCH ON LANDSCAPE PLANS.	
6	WALKWAY. SEE CIVIL DRAWINGS.	
7	CATCH BASIN. SEE CIVIL DRAWINGS.	
8	TRANSFORMER IN CONCRETE PAD. SEE ELECTRICAL.	
9	5 INCHES W/ CONCRETE PAD. SEE ELECTRICAL.	

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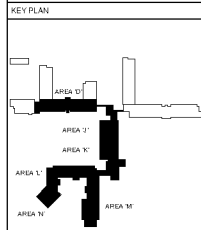
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EVAN LARSON
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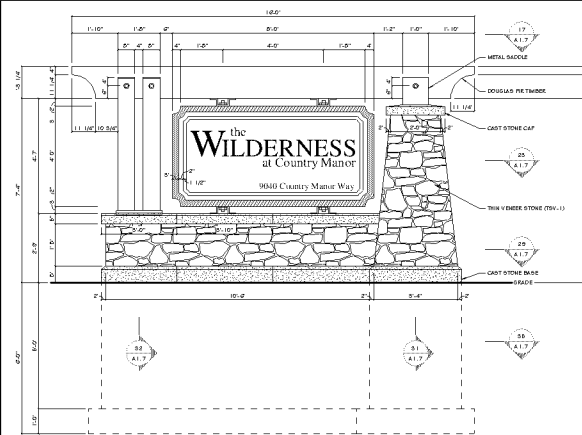
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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APR 2024
2	REVISION	05 SEP 2024

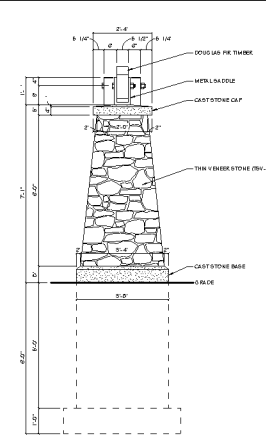


COUNTRY MANOR
NEW FACILITY

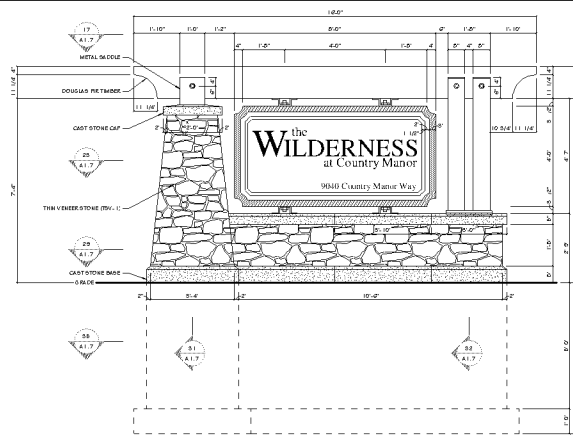
BRainerd, MINNESOTA	
DATE: 30 OCTOBER 2023	PROJECT: 2315
A1.6	



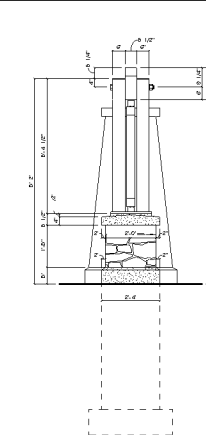
7 MONUMENT SIGN - FRONT ELEVATION
 1/8" = 1'-0"



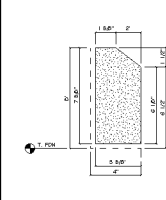
9 MONUMENT SIGN - SIDE ELEVATION
 1/8" = 1'-0"



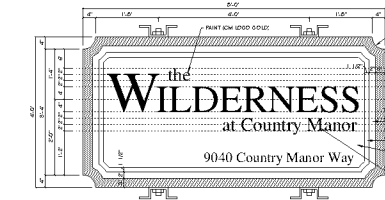
10 MONUMENT SIGN - BACK ELEVATION
 1/8" = 1'-0"



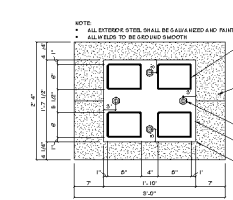
12 MONUMENT SIGN - SIDE ELEVATION
 1/8" = 1'-0"



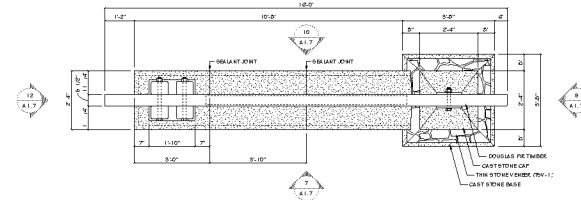
13 CAST STONE BASE PROFILE
 3" = 1'-0"



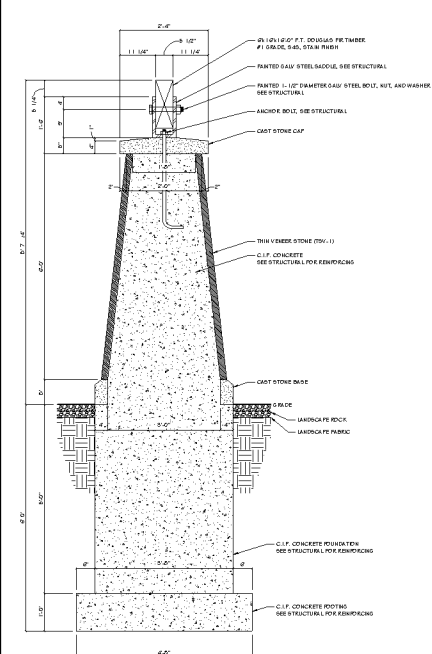
14 MONUMENT SIGN - SIGNAGE PANEL
 3/4" = 1'-0"



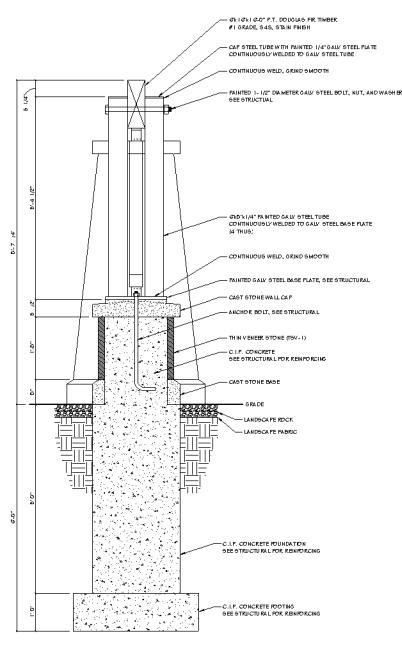
15 MONUMENT SIGN - PLAN DETAIL
 1" = 1'-0"



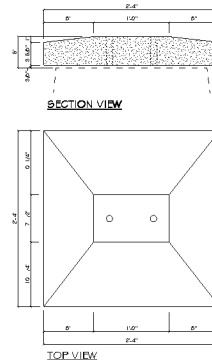
17 MONUMENT SIGN - PLAN (ABOVE)
 1/8" = 1'-0"



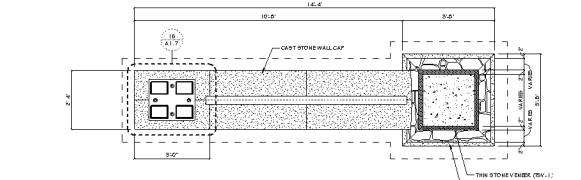
31 SECTION
 3/4" = 1'-0"



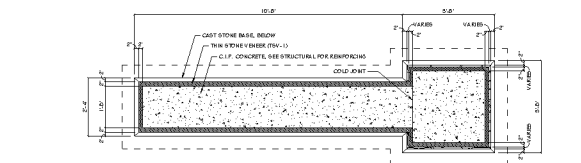
32 SECTION
 3/4" = 1'-0"



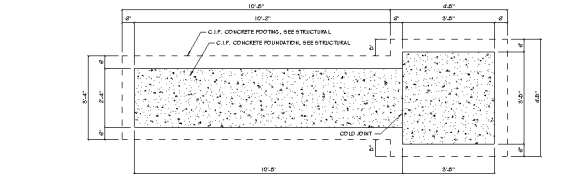
28 CAST STONE CAP DETAIL
 1/8" = 1'-0"



20 MONUMENT SIGN - PLAN
 1/8" = 1'-0"



29 MONUMENT SIGN - BASE PLAN
 1/8" = 1'-0"



33 MONUMENT SIGN - FOUNDATION PLAN
 1/8" = 1'-0"

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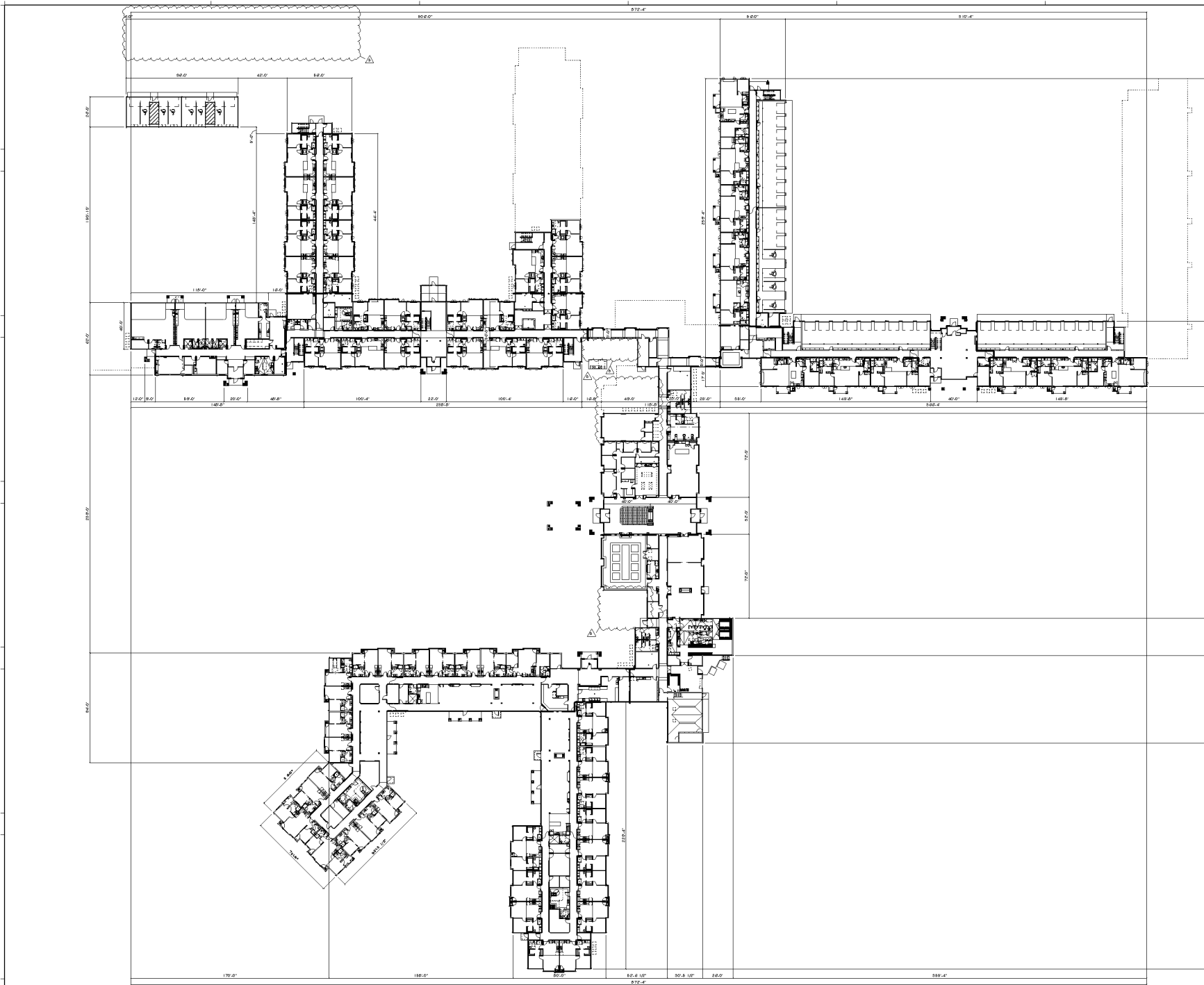
Revision Schedule		
Revision	Revised By	Revised Date

COUNTRY MANOR
 NEW FACILITY

BRainerd, MINNESOTA

DATE	30 OCTOBER 2023
PROJECT	2315
	A1.7

SITE MONUMENT SIGN



31 CAMPUS PLAN
1" = 50'-0"

CAMPUS PLAN

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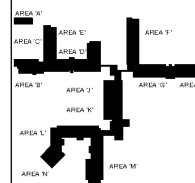
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 I hereby certify that this plan, specification or report was
 prepared by me or under my direct supervision and that I am
 a duly Licensed Architect Under the Laws of the State of
 Minnesota.

EXHIBIT A
 DATE: 30 OCTOBER 2023 P.E.S. NO. 42552

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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APRIL 2021
2	REVISION	10 SEP 2021

KEY PLAN

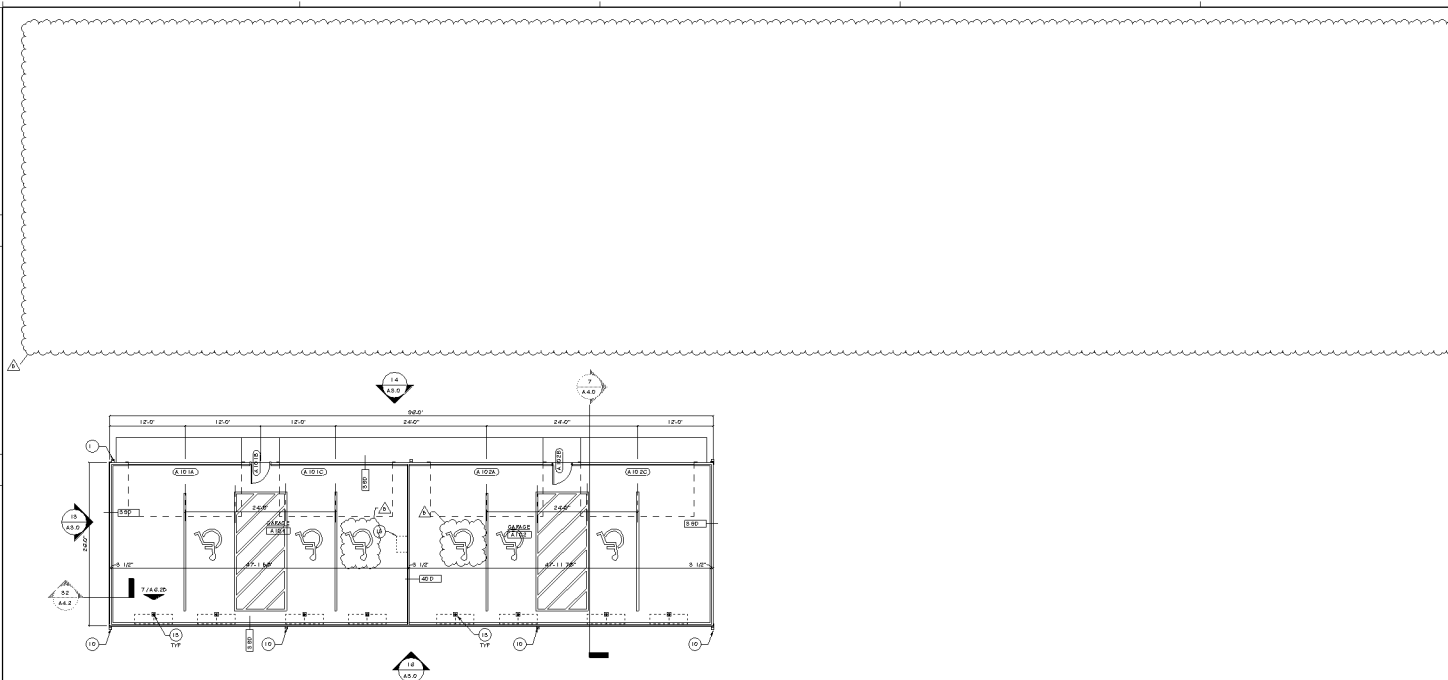


COUNTRY MANOR

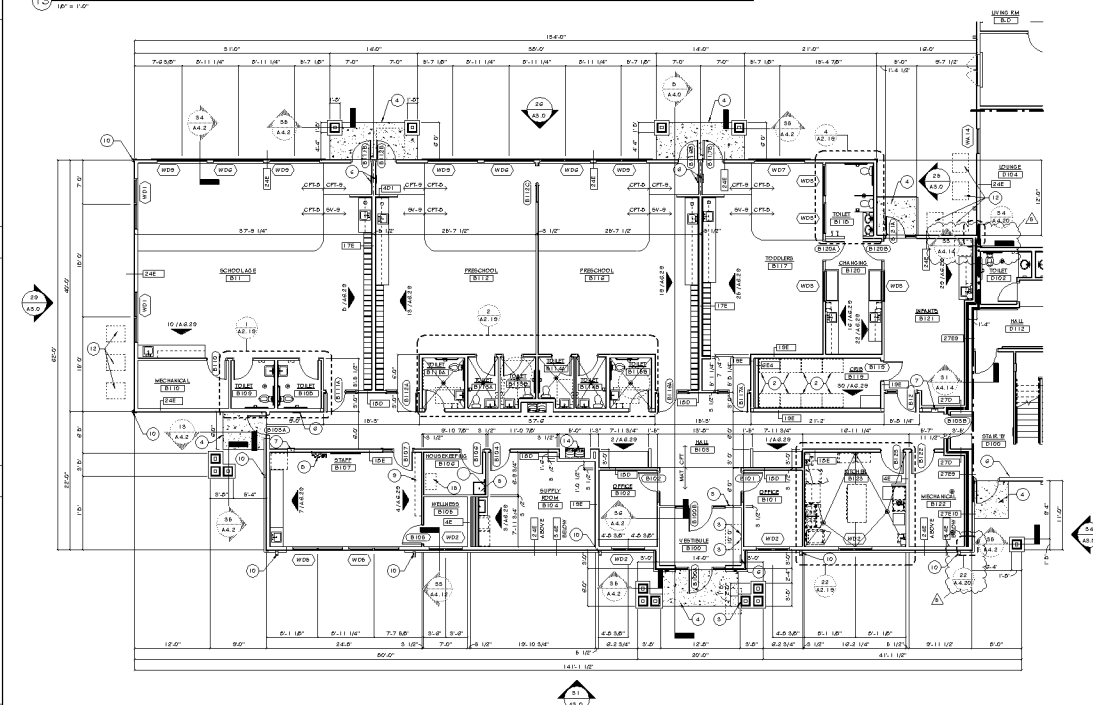
NEW FACILITY

BRainerd, MINNESOTA

NORTH	DATE
	30 OCTOBER 2023
PROJECT	2315
	A2.0



12 FIRST FLOOR - AREA 'W' (GARAGE) - SOUTH BUILDING
12' x 12'



9 FIRST FLOOR - AREA 'W' (DAYCARE)
12' x 12'

GENERAL PLAN NOTES

- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE. WRITTEN AND REVERSED DIMENSIONS SHALL BE PRECEDENCE OVER SCALED DRAWINGS.
- ROOM PLANS, WHETHER NOTED OR NOT, MAY HAVE BEEN FRAMED TO ACCOMMODATE PLUMBING, CONCRETE, OR ELECTRICAL. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL, CONCRETE, AND WITH ARCHITECT OF ANY OTHER TRADES.
- DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS. DIMENSIONS TO, AND INCLUDING EXISTING BUILDINGS, SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- VERIFY LOCATIONS OF FLOOR DRAINS AND EQUIPMENT FLOWS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- DOORS IN CORRIDORS SHOULD BE FRAMED TO BE A MINIMUM 5' 0" WIDE FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS RUN TO SINK AND ARE SCALED TO TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WATER EXISTING AT SINK IN ALL WITH A REAR MECHANICAL ROOM, ELECTRICAL ROOM, CONTROL ROOM, ETC.

PLAN NOTES

- MOY / BROWND MOODS.
- WARRANTY EQUIPMENT BY OWNER.
- JOINT COORDINATION WITH TOTAL.
- CONCRETE WORK, SEE STRUCTURAL.
- 2x12-6 WOOD STONE MOY MOODS, SEE MECHANICAL.
- CABINET UNIT MOODS, SEE MECHANICAL.
- FREE STANDING CUPBOARD, SEE 208-2-5-5.
- PROVIDE 1/2" WALL BUCKING FOR WALL MOUNTED COMPUTER CHECK-IN SYSTEM. EQUIPMENT BY OWNER.
- METAL POLYCARBONATE TILE P.T. WITH TILE EXIST UNDER EQUIP. LOCKERS.
- PRE-FINISHED METAL DOWNPOUT BY SUPPLIER BLOCK.
- PRE-FINISHED METAL DOWNPOUT.
- MECHANICAL COORDINATING UNIT, SEE MECHANICAL.
- IF THE UNIT DOWN BUCKING WITH BASE PLATE COVER AND REPEL BUCKING COVER (BUCKING TYPE IS TYPICAL AT EACH 5' WALL, CENTRAL LOCATION WITH OWNER PERMIT TO INSTALLATION).
- DECKING MATERIAL, SEE PLUMBING DRAWINGS.
- WATER ACCESS, SEE 10-5-5-5.
- ACCESSIBLE PARKING STRIPING.

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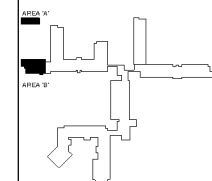
I hereby certify that this Plan, Specification or Report Was Prepared By Me or Under My Direct Supervision and That I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EVAN LARSON
DATE: 30 OCTOBER 2023 PLS. NO. 42532

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Revision Schedule		
Revision	Revision Description	Revision Date
1	FOR REVIEW	10/26/2023

KEY PLAN



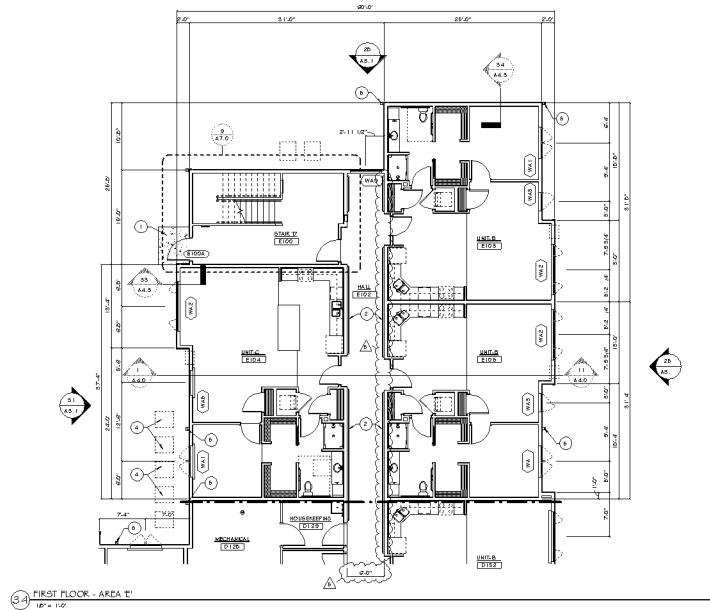
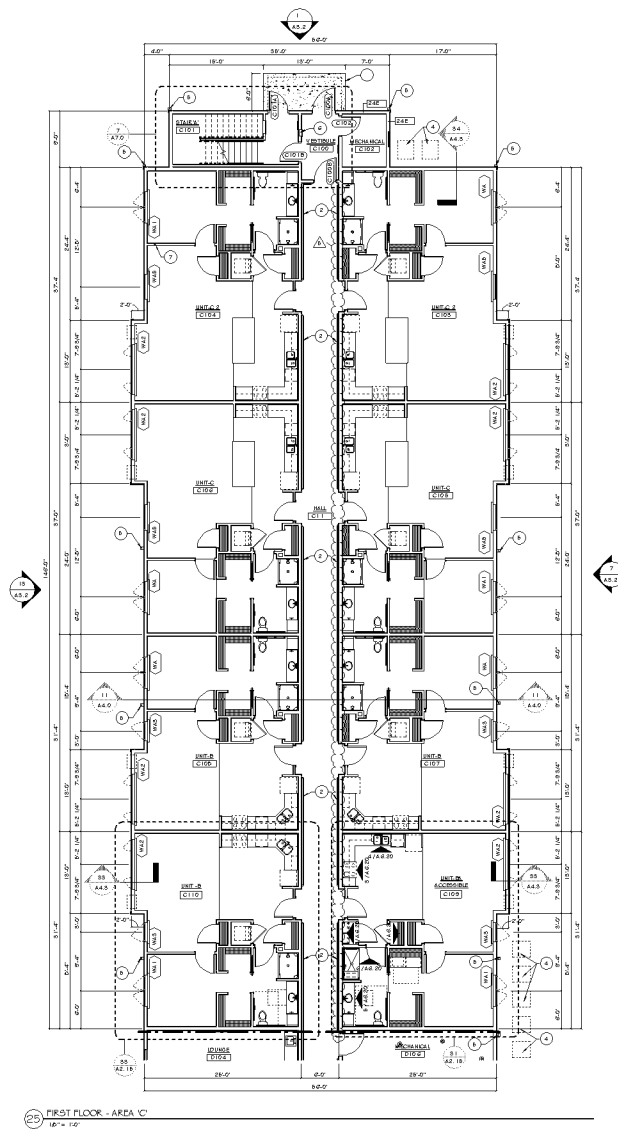
COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH	DATE: 30 OCTOBER 2023
	PROJECT: 2315
A2.1	

FIRST FLOOR - AREA A, B



GENERAL PLAN NOTES

- OWNERS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MACHINERY UNLESS NOTED OTHERWISE. INTERIOR AND FINISH DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
- DOOR FRAMES, INTERIOR DOORS OR 40% MAY BE USED WITH FRAMES TO ACCOMMODATE PLUMBING, CONDUIT, OR ELECTRICAL. 1/2" DEPTH AND COORDINATE WITH MECHANICAL OR ELECTRICAL CONTRACTOR AND NOTIFY ARCHITECT OF ANY CONCERNS.
- OWNERS ON THE DRAWINGS ARE SUBJECT TO FIELD INSPECTION TO SUIT LOCAL CODES. DIMENSIONS TO, AND WITHIN EXISTING BUILDINGS, SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY CONCERNS.
- VERIFY LOCATIONS OF FLOOR DRAINS AND EQUIPMENT FLOORS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.
- DOORS IN CORRIDORS SHOULD BE FRAMED TO BE A MINIMUM OF 3" SUNK FROM PERPENDICULAR WALLS NOTED OTHERWISE.
- ALL WALLS RUN TO ROCK, AND ARE SCALED TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE INTERIOR EXISTING CEMENT BOARD IN ALL WET AREAS (MECHANICAL ROOMS, ELECTRICAL ROOMS, CLOSET ROOMS, ETC.).

PLAN NOTES

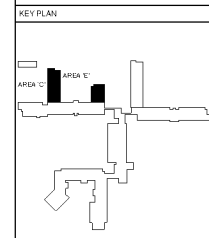
- CONCRETE FLOOR, SEE STRUCTURAL.
- WALL RA. 1/2" SEE STRUCTURAL.
- CABINET NOT NOTED SEE MECHANICAL.
- MECHANICAL CONDUITING UNIT, SEE MECH.
- FRAMING DOOR/OUT AND 2" SPACED BLOCK.
- FREE STANDING CABINET, SEE MECHANICAL.
- BAZON VENT FIFES - SEE MECHANICAL. WALL TO BE 6-1/2" WOOD STUD IN LBS OF 5-1/2" WOOD STUD.

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 www.gltarchitects.com
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.
 EVAN LARSON
 DATE 30 OCTOBER 2023 P.E. NO. 42532

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construction
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Revision Schedule		
Revision	Revision Description	Revision Date
1	REVISION 1	10/30/2023
2	REVISION 2	10/30/2023



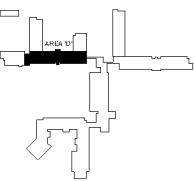
COUNTRY MANOR
 NEW FACILITY

BRainerd, MINNESOTA
 NORTH
 DATE 30 OCTOBER 2023
 PROJECT 2315
 A2.2

FIRST FLOOR - AREA C, E

Revision Number	Revision Description	Revision Date
1	REVISION 1	25 APR 2024
2	REVISION 2	15 MAY 2024
3	REVISION 3	30 DEC 2024

KEY PLAN



NEW FACILITY

BRainerd, Minnesota

	DATE	30 OCTOBER 2003
	PROJECT	2315
A2.3		



GENERAL PLAN NOTES

- A. DIMENSIONS ARE FROM FACE OF STUDY TO FACE OF STUDY OR FACE OF MAJORWAY INCLUDING CURB OR SIDEWALK. DIMENSIONS OF DRIVEWAYS AND SIDEWALKS SHALL TAKE FROM FACE OF SIDEWALKS. DRIVEWAYS AND SIDEWALKS SHALL TAKE FROM FACE OF SIDEWALKS.
- B. SOME MEASUREMENTS WERE NOTED BY DED, BUT WERE NOT RECORDED. TO ACCOMMODATE FOR THIS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS, AND ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- C. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD INSPECTIONS TO SURE ACCURACY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS, AND ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- D. VERIFY COORDINATES OF PLOT CORNERS AND EQUIPMENT PLANT IN ITS MECHANICAL AND ELECTRICAL PLANS.
- E. POINTS OF INTEREST SHOULD BE MARKED TO BE A MINIMUM OF 5' AWAY FROM PLOT CORNERS OR EQUIPMENT PLANT.
- F. ALL MAJOR ROAD TO DED, AND ALL SIDEWALK TO BOTTOM BENCH IS UNLESS NOTED OTHERWISE.
- G. SUBMIT THE WATER RESISTANT GUTTER DRAINAGE IN ALL WATER-RELATED MECHANICAL, ELECTRICAL, PLUMBING, CONTROL, ROOFING, ETC.
- H. SUBMIT THE WATER RESISTANT GUTTER DRAINAGE IN ALL WATER-RELATED MECHANICAL, ELECTRICAL, PLUMBING, CONTROL, ROOFING, ETC.

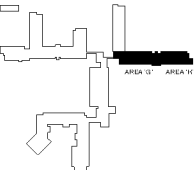
PLAN NOTES

1. MOF / BROOM HOODS.
2. AUTO DOOR OPERATOR BUTTON.
3. CONCRETE STOPS, SEE STRUCTURAL.
4. WALL RAIL, SEE 7/4.8.3.6.
5. 2-1/2" MOLDED STOPS MOF BASES. SEE MECHANICAL.
6. CABINET UNIT HEATER, SEE MECHANICAL.
7. PRE-PAINTED WHEEL LOCK MOUNT AND SPRING HOOK.
8. MECHANICAL LAIR CONDITIONING UNIT, SEE MECHANICAL.
9. FREE EXTINGUISHER CABINET, SEE MECHANICAL.
10. BLDG VENT PIPING - SEE MECHANICAL. WALL TO BE 3-1/2" MOLDED STOP IN USE OF 3-1/2" MOLDED STOP.
11. ATTIC ACCESS, SEE DETAIL 7/4.8.5.4.

FIRST FLOOR - AREA D

Revision Number	Revision Description	Revision Date
1	REVISION 2	25 APR 2021
2	ADDENDUM 1	13 MAY 2021
3	ADDENDUM 4	25 DEC 2021

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

	DATE 30 OCTOBER 2023
	PROJECT 2315
A2.5	



GENERAL PLAN NOTES

- A. DIMENSIONERS ARE FROM FACE OF STUD TO FACE OF STUD FOR EACH OF PAIR OF MACHINES. UNLESS NOTED OTHERWISE. WRITTEN AND PLOTTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE DRAWINGS.
- B. FENCE WALLS, WHETHER NOTED OR NOT, MAY BE USED WHERE FRAMING IS UNACCOMMODATED BY THE PRESENT OR EXISTING. VERIFY AND COORDINATE WITH MECHANICAL/ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- C. DIMENSIONERS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SURE ACCURACY. DIMENSIONERS ON THE DRAWINGS ARE NOT TO BE USED AS THE ONLY BASIS. ALL SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- D. VERIFY LOCATIONS OF PUDS, DUCTS AND EQUIPMENT FLETS WITH MECHANICAL/ELECTRICAL DIMENSIONS.
- E. DOORS IN COVERS SHOULD BE PLACED TO BE A MINIMUM OF 3" AWAY FROM PERIPHERAL WALL UNLESS NOTED OTHERWISE.
- F. ALL WALLS ARE TO DECK, AND ARE SEALED TOP AND BOTTOM ON EACH SIDE UNLESS NOTED OTHERWISE.
- G. SUBMITTIVE FOR THE KIDNEY UNIT ROOMS SHALL INCLUDE ALL RELEVANT MECHANICAL, ELECTRICAL, ROADSIDE, CUSTOMER ROOMS, ETC.

PLAN NOTES

- 1) CONCRETE STUDY, SEE STRUCTURAL
- 2) CONCRETE PITCH
- 3) CONCRETE PAVED
- 4) SEE INTERIOR ELEVATION 201.2 FOR TYPICAL GARAGE STORAGE CARBONIDE
- 5) FLOORING: TILE/GRASS
- 6) 1/2" YELLOW POLYURETHANE PAINT STRIPS TO DEFINE WALKWAY
- 7) TRASH CANS
- 8) ACCESSIBLE DOOR BUTTON
- 9) MOP / BROOM HOLES
- 10) 2" x 4" MOLDDED STONE MOP BUSH, SEE MECHANICAL
- 11) WALL RAIL, SEE MECHANICAL
- 12) GABINET UTIL W/ WATER, SEE MECHANICAL
- 13) REFINISHED METAL DOWN SLOP AND FLASH/GRASS
- 14) MECHANICAL CAB. CONDITIONED UNIT, SEE MECHANICAL
- 15) FREE STANDING GABINET, SEE FLOOR 2.4
- 16) REFINISHED METAL DOWN SLOP, SEE MECHANICAL WATER DRY SYSTEM
- 17) 1" ROUNDED POLYURETHANE BLINDING/GRASS, SEE MECHANICAL
- 18) IF DR. WOULD STONE BOLLARD WITH 1/2" WAVE PATEN ON TOP, BOLLARD COULD BE BOLLARD TYPE C, POLYURETHANE BLINDING, COULD CONTRAST WITH DARKER POLYURETHANE
- 19) BRICK TIE UP PING, SEE MECHANICAL
- 20) 1/2" WOOD 10' X 10' LBS. OF 5" X 10' WOOD STUD
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GENERAL PLAN NOTES

- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE. WRITTEN AND DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE DRAWINGS.
- WALL MOUNT, UNLESS NOTED IN KEY, MAY BE USED INSTEAD OF A WALL MOUNT. FINISHING, CONCRETE, OR OTHERWORK, VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL, LOW VOLTAGE, AND MECHANICAL/PLUMBING/HEATING/VENTILATION/REFRIGERATION (HVAC) CHANGES.
- DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS. DIMENSIONS TO, AND AROUND EXISTING, IN LENGTH, SHALL BE FIELD VERIFIED BY CONTRACTOR. WITH A CORRECTION OF ANY DIMENSIONS.
- VERIFY LOCATIONS OF FLOOR DRAINS AND EQUIPMENT PADS WITH THE MECHANICAL AND ELECTRICAL DRAWINGS.
- DOORS IN CHIMNEYS SHOULD BE FINISHED TO A MINIMUM OF 1/2" ABOVE FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS RUN TO ROCK, AND ARE BUILT TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WATER RESISTANT GYPSON BOARD IN ALL WET AREAS (MECHANICAL ROOMS, ELECTRICAL ROOMS, CONTROL ROOMS, ETC.).

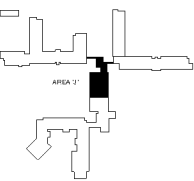
PLAN NOTES

- CONCRETE FLOOR, SEE STRUCTURAL.
- ACROBATIC COVER SYSTEM.
- POURCEMENT TILE (PT-1) FINISHES BACK FROM EDGE OF TILE TO PROVIDE NON-SLIP SURFACE. FLOOR TRANSITION FROM PORCEMENT TILE TO CARPET. PROVIDE TILE EDGE THAT MATCHES TILE TO CARPET.
- NOT USED.
- NOT USED.
- ELECTRICAL NOT SHOWN ON CONCRETE FLOOR. SEE ELECTRICAL DRAWINGS.
- NOT USED.
- RETAIL DISPLAY REFUSE EQUIPMENT BY OWNER.
- CABINET UNIT NOT SHOWN, SEE MECHANICAL.
- PREPARED WITH CONCRETE FLOOR AND REPAIRWORK.
- MECHANICAL AND CONCRETEWORK, SEE MECHANICAL.
- WALL MOUNT, SEE MECHANICAL.
- SEE EXISTING CO. MOUNT, SEE MECHANICAL.
- SEE EXISTING CO. MOUNT, SEE MECHANICAL.
- HOUSEKEEPING PAD, SEE MECHANICAL.
- FLOOR DRAIN, SEE MECHANICAL.
- TV, BY OWNER, PROVIDE IN-WALL BRACKET FOR WALL MOUNT.
- ATTIC ACCESS, SEE TIA-2.0.
- CONC. ROOF AND SHEET.

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 document

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APR 2021
2	REVISION	10 SEP 2021

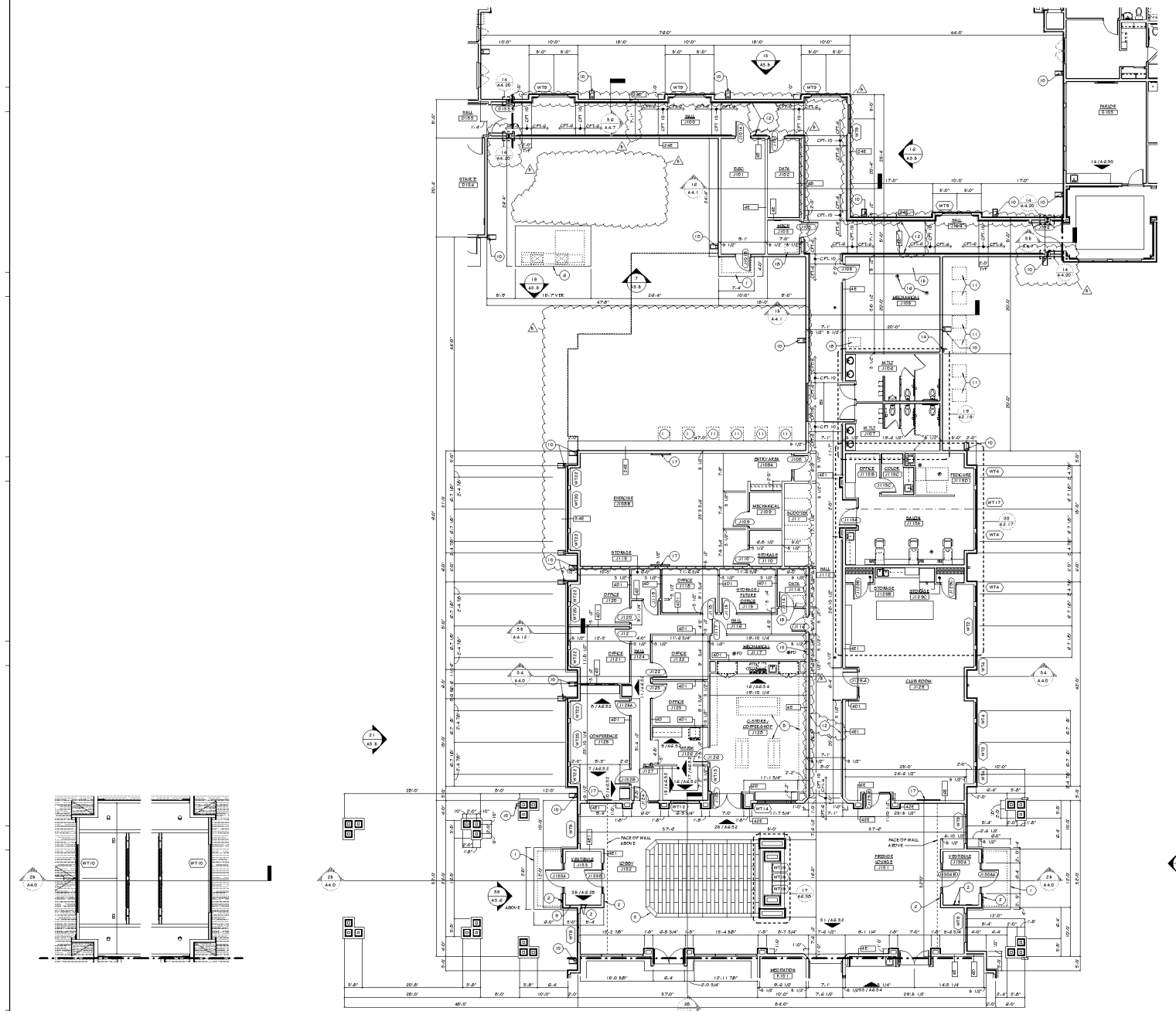
KEY PLAN



COUNTRY MANOR
 NEW FACILITY

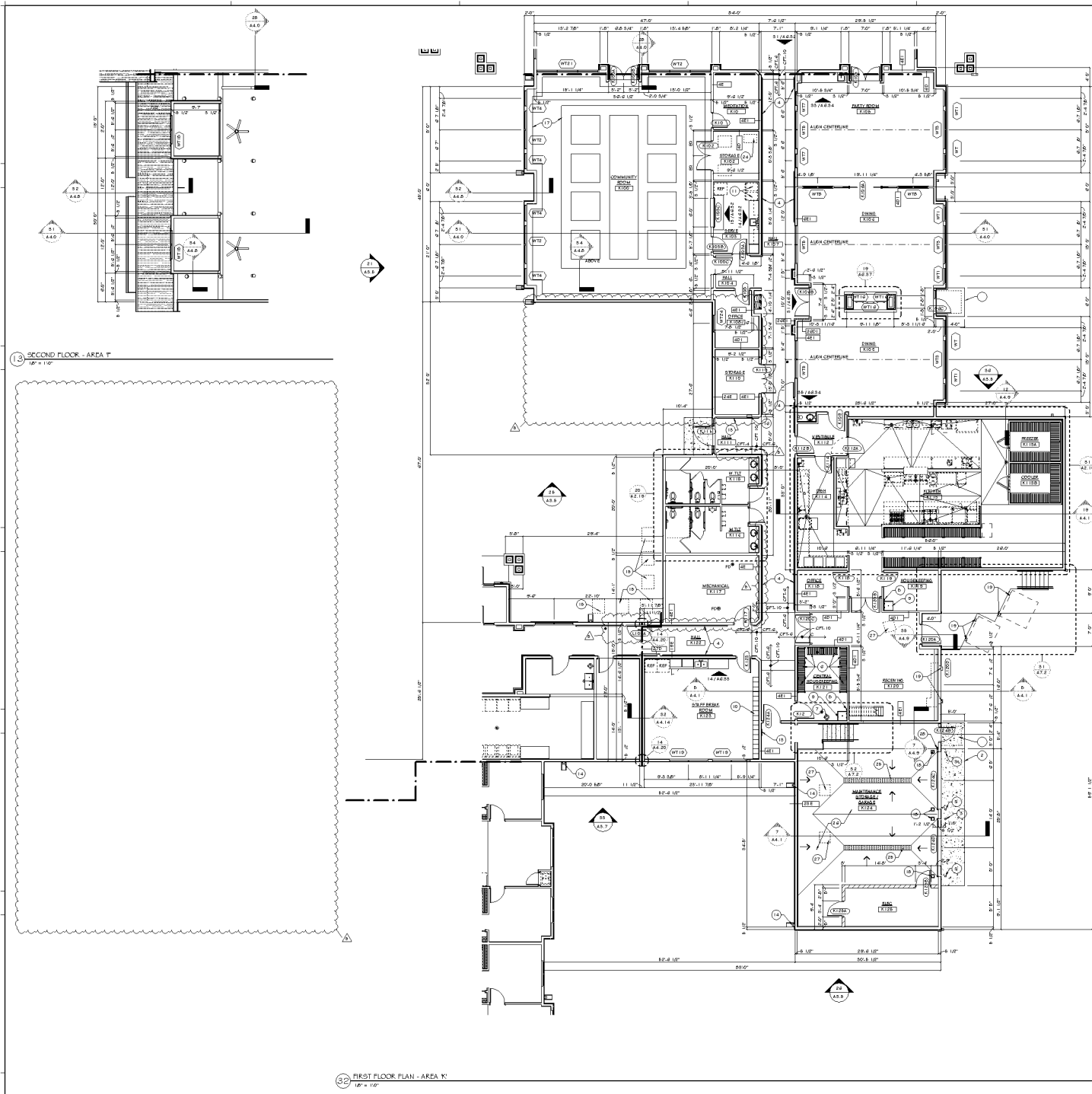
BRAINERD, MINNESOTA

DATE	PROJECT	AREA
30 OCTOBER 2023	2315	A2.6



51 UPPER J131 (PARKSIDE) / J132 (LOBBY)
 18" = 1'-0"
 FIRST FLOOR - AREA J
 18" = 1'-0"

FIRST FLOOR - AREA J



GENERAL PLAN NOTES

1. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MACHINERY UNLESS NOTED OTHERWISE. INTERIOR AND EXTERIOR DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DRAWINGS.
2. ROOM FINISHES, WHETHER NOTED OR NOT, MAY BE SEEN PRELIMINARY TO ARCHITECT'S FURNISHING, EQUIPMENT, OR ELECTRICAL. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL, CONTRACTOR, AND MECHANICAL ARCHITECT OF ANY DISCREPANCIES.
3. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT BUILDINGS. DIMENSIONS TO, AND INVOLVING EXISTING BUILDINGS, SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. VERIFY LOCATION OF EXISTING FOUNDATION AND EQUIPMENT RACKS WITH MECHANICAL ARCHITECT.
5. ROOMS IN CONCRETE SHOULD BE FINISHED TO A MINIMUM OF 2" MAXIMUM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
6. ALL WALLS RUN TO DECK, AND ARE BUILT TO TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
7. SUBSTITUTIONS: EXISTING 1" RUM BUILT IN ALL WITH 1" RUM MECHANICAL ROOMS, ELECTRICAL ROOMS, CENTRAL, 1000 MB, ETC.

PLAN NOTES

1. CONCRETE STOPS, SEE STRUCTURAL.
2. CONCRETE STOPS, SEE STRUCTURAL.
3. BOLLARD SET IN CONCRETE FOUNDATION BOLLARD TYPE 1, SEE 52(A) 1.
4. WALL BOLL, SEE 52(A) 1.
5. OPENABLE FURNITURE.
6. 10" x 10" WOODEN WIRE SHIELDING.
7. EMERGENCY EXITWAY, SEE MECHANICAL.
8. WOOD FLOORING, SEE MECHANICAL.
9. 2" x 4" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
10. STAIR LOCKERS, (1) TO DOUBLE TIE METAL LOCKERS (1) IN 10' x 10' WITH 10' x 10' TIE, AND 10' x 10' LOCKER BOLL.
11. WOODEN STONE WOOD BOLL, SEE MECHANICAL.
12. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
13. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
14. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
15. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
16. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
17. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
18. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
19. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
20. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
21. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
22. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
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24. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
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99. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.
100. 10" x 10" WOODEN STONE WOOD BOLL, SEE MECHANICAL.

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

BY ARCHITECT
 DATE: 30 OCTOBER 2023 P.E.G. NO. 42532

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construction
document**

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APR 2024
2	REVISION	10 SEP 2024

KEY PLAN

**COUNTRY MANOR
NEW FACILITY**

BRainerd, MINNESOTA

NORTH	
DATE	30 OCTOBER 2023
PROJECT	2315

A2.7

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Revision Schedule		
Revision	Revised By	Revision Date
1	REVISION	22 FEB 2021
2	REVISION	25 APR 2021
3	REVISION	15 SEP 2021

KEY PLAN



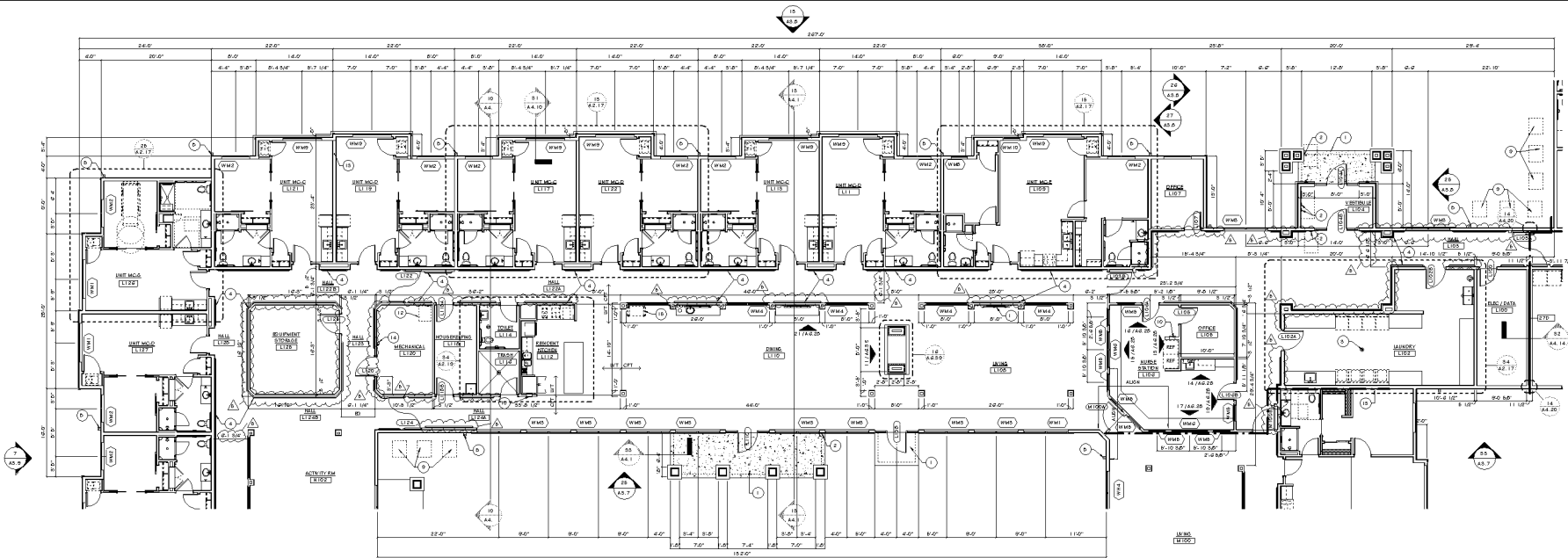
COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	PROJECT
30 OCTOBER 2023	2315
A2.8	

FIRST FLOOR - AREA L



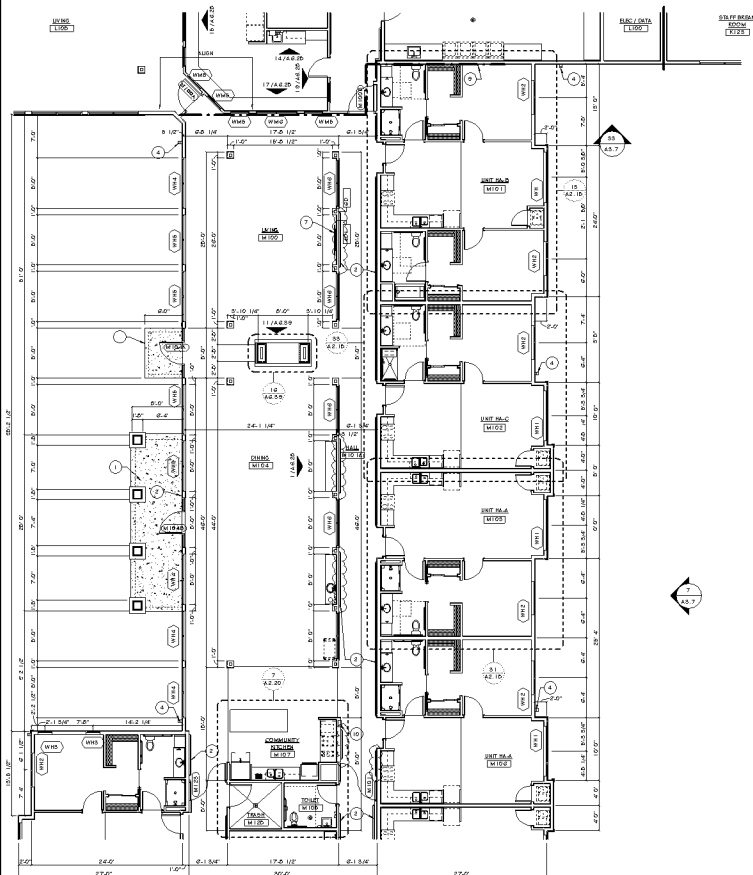
19 MAIN LEVEL - AREA L
 1/8" = 1'-0"

GENERAL PLAN NOTES

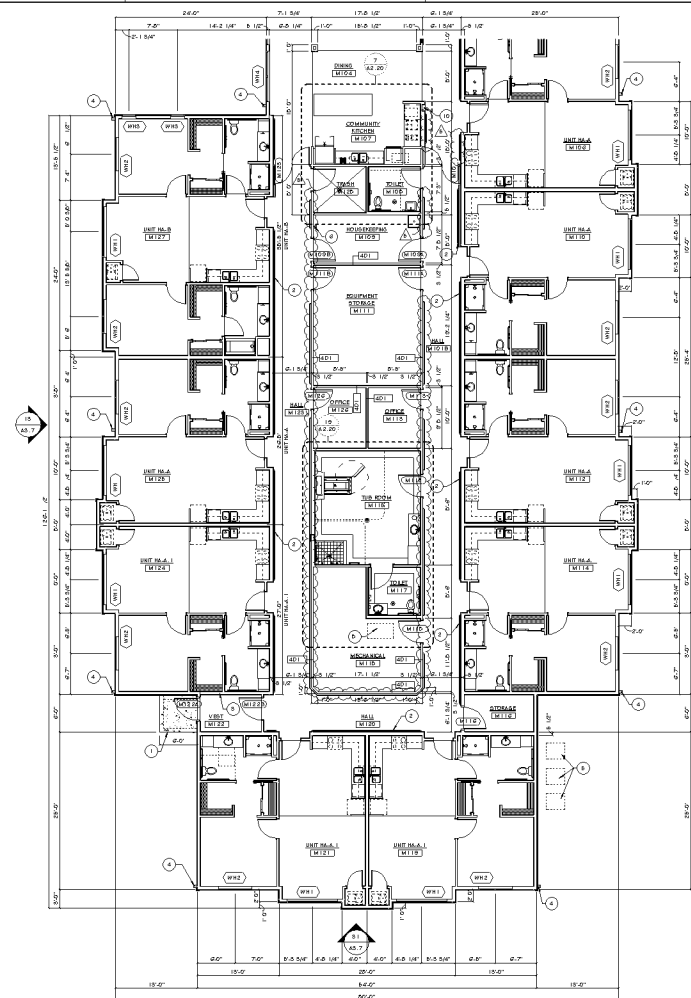
- CHANGERS ARE FRESH FACE OF STUD TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE. WETTED AND PG USED DIMENSIONS SHALL TAKE PRECEDENCE OVER DIMENSIONS OF DRAWINGS.
- SOME WALLS, WHETHER NOTED OR NOT, MAY NEED TO BE FRAMED TO ACCOMMODATE PLUMBING, CHIMNEY, OR DUCTWORK. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- CHANGERS ON THE CHANGERS ARE SUBJECT TO FIELD INSPECTION TO SURE ADJACENT CHANGERS, CHIMNEYS, ROADS AND OTHERS. SYSTEMS, BARRIERS, SHALL ALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY ENCROACHMENTS.
- VERIFY LOCATIONS OF FLOOR DRAIN AND EQUIPMENT PANS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- DOORS IN CHANGERS SHOULD BE FRAMED TO BE A MINIMUM OF 3" AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS RUN TO DOCK, AND ARE SLOPED TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WITH THE SUBSTITUTION OF FLOOR WOULD BE ALL WITH AREA MECHANICAL, FURNACE, ELECTRICAL, ROOMS, CUSTOMER ROOMS, ETC.).

PLAN NOTES

- CONCRETE TO TOP, SEE STRUCTURAL
- AUTO DOOR OPERATOR BUTTON
- FLOOR DETAILS, SEE MECHANICAL
- WALL RAIL, SEE MECHANICAL
- NOT USED
- NOT USED
- PRE-PAVED WITH DOWNPOUT AND SPASH BLOCK
- MECHANICAL E.C. CONDENSING UNIT, SEE MECHANICAL
- PRE-PAVED UNDER CABINET, SEE MECHANICAL
- T.V. BY OWNER, PROVIDE HANGING BRACKET FOR WALL MOUNT
- ATTIC ACCESS, SEE 7/40-4
- ALSO VENT PIPING - SEE MECHANICAL
- WIRE STRAPHOLD - WALL MOUNTED W/ BRACKET
- SUB-ONE GATE, EQUIPMENT BY OWNER



15 MAIN LEVEL - AREA M
1/8" = 1'-0"



27 MAIN LEVEL - AREA M
1/8" = 1'-0"

GENERAL PLAN NOTES

- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE. INTERIOR AND FINISHED DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
- ROOM WALLS, WHETHER NOTED OR NOT, MAY HAVE WEIR FRAMES TO ACCOMMODATE PLUMBING, CONDUIT OR DUCTWORK. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL, CONTRACTOR, AND MECHANICAL CONTRACTOR OF ANY CHANGES.
- DIMENSIONS ON THE DRAWINGS ARE TO BE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS. DIMENSIONS TO, AND WITHIN, EXISTING BUILDINGS, SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- VERIFY LOCATIONS OF PUDOK ORIGIN AND EQUIPMENT TAGS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- SPACES IN CORRIDORS SHOULD BE MAINTAINED TO A MINIMUM OF 5' WALK FROM REFERENCE LINE WALL UNLESS NOTED OTHERWISE.
- ALL WALLS RUN TO SICK AND ARE BUILT TO TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WITH THE EXISTING SYSTEM BUILT IN ALL OF A ROOM MECHANICAL ROOM, ELECTRICAL ROOM, CONTROL ROOM, ETC.

PLAN NOTES

- CONCRETE STOPY.
- WALL RAIL, SEE 20.2.2.2.
- CONCRETE STOPY, SEE MECHANICAL.
- PREHANGED METAL JOINTS AND MECHANICAL.
- MECHANICAL JOINTS, SEE MECHANICAL.
- FIRE EXTINGUISHER - WALL MOUNTED BY BRACKET.
- T.V. BY OWNER. PROVIDE WALL BRACKET FOR WALL MOUNT.
- ATTN ACCESS, SEE TAG 2.0.0.
- BUILDING EXIT FING - SEE MECHANICAL.
- FIRE EXTINGUISHER CABINET, SEE 20.2.2.2.

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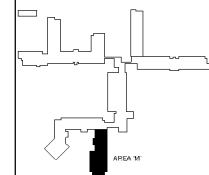
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

BY: W. LARSON
DATE: 30 OCTOBER 2023
P.E.G. NO. 42532

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document

Revision Schedule		
Revision	Revised By	Revision Date
1	REVISION	22 FEB 2021
2	REVISION	11 APR 2021
3	REVISION	11 APR 2021
4	REVISION	11 APR 2021

KEY PLAN



COUNTRY MANOR

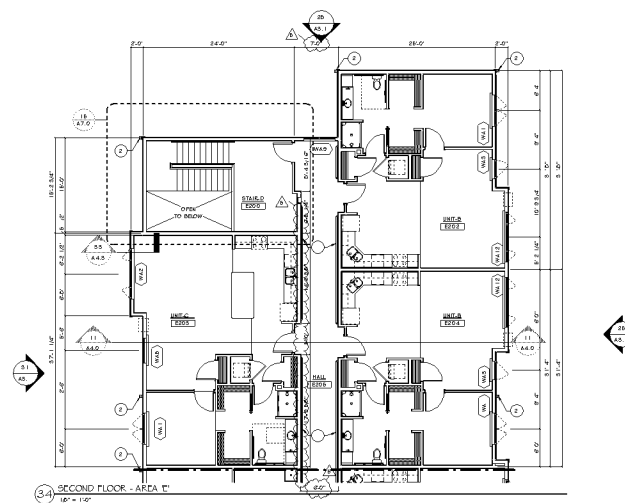
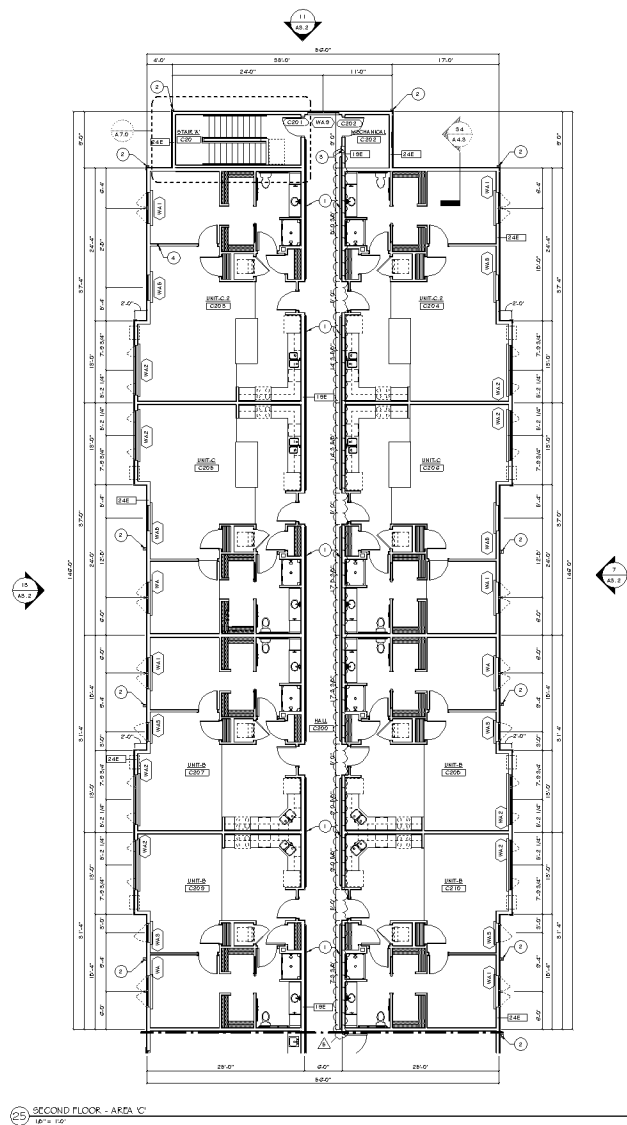
NEW FACILITY

BRainerd, MINNESOTA

NORTH	DATE	PROJECT
	30 OCTOBER 2023	2315

A2.9

FIRST FLOOR - AREA M



- ### GENERAL PLAN NOTES
1. DIMENSIONS ARE GIVEN IN PLACE OF SIZE TO FACE OF STUDY OF EACH SIDE OF MAGNETIC SHIELDING NOTED OTHERWISE. WRITTEN AND PO BOX DIMENSIONS SHALL BE PLACED IN THE MIDDLE OF THE DIMENSION LINE.
 2. SOME WALLS, WHETHER NOTED OR NOT, MAY NEED FIRE RATING TO ACCORD WITH PLUMBING, CONDUIT, OR ELECTRICAL. VENDOR AND COORDINATE WITH MECHANICAL ELECTRICAL CONSTRUCTION, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
 3. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD DISCREPANCY TO SORT OUT ANY DISCREPANCIES. IF THERE ARE ANY DISCREPANCIES, THE FIELD SHALL BE VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
 4. VERIFY LOCATION OF FLOOR DRAINS AND EQUIPMENT DRAIN WITH MECHANICAL AND ELECTRICAL DISCREPANCIES.
 5. DOORS IN CEILING SHOULD BE PLACED TO BE A MINIMUM OF 4' AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
 6. FLOOR SHALL RUN TO DECK, AND 4" IS DRAINED TO TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
 7. SUBSTITUTION WITH THE KIDNET/STAFF ROOM SHOULD IN ALLWAYS BE MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTOMER ROOMS, ETC.)

- PLAN NOTES**
1. WALL RAIL, SEE 008-03-0
 2. FREE-FINISHED METAL CONN. H/OUT.
 3. FREE BTYNG/SHR. CABINET, SEE 008-03-0
 4. RADON VENT PIPING - SEE MECHANICAL. WALL TO BE 6-1/2" MOOD STUD IN LBSI C- 1/2" WOOD STUD.

GLT Architects
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EVAN LARSON
DATE 30 OCTOBER 2023 REG. NO. 425

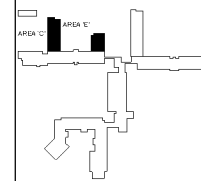
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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	Added initial	2018-01-01

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRainerd, MINNESOTA	
	DATE 30 OCTOBER 2003
	PROJECT 2315
A2.11	

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	Initial Design	25 APR 2021
2	Scope 2	15 MAY 2021
3	Scope 4	25 DEC 2021

A map of the study area, which is a coastal region with several islands and peninsulas. A specific area, labeled 'AREA D', is highlighted in black. This area is located on a small peninsula or island in the upper left portion of the map. The surrounding water is white, and the landmasses are outlined in black.

NEW FACILITY

BIRTH	DATE	30 OCTOBER 2023
	PROJECT	2315

A2.12



A. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF HUB/SHOULDER UNLESS NOTED OTHERWISE. WRITTEN AND PIGMENT DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.

B. SOME LINES, WHETHER NOTED OR NOT, MAY BE USED FOR FINISHING TO ACCOMMODATE THE CONSTRUCTION OF CONNECTIONS. VERIFY AND COORDINATE WITH MECHANICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY CHANGES.

C. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUE ADJUSTER. DIMENSIONS SHALL BE VERIFIED BY THE FIELD. DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

D. VERIFY LOCATIONS OF BRICK DRAINS AND EQUIPMENT FLATS WITH MECHANICAL AND ELECTRICAL DRAWINGS.

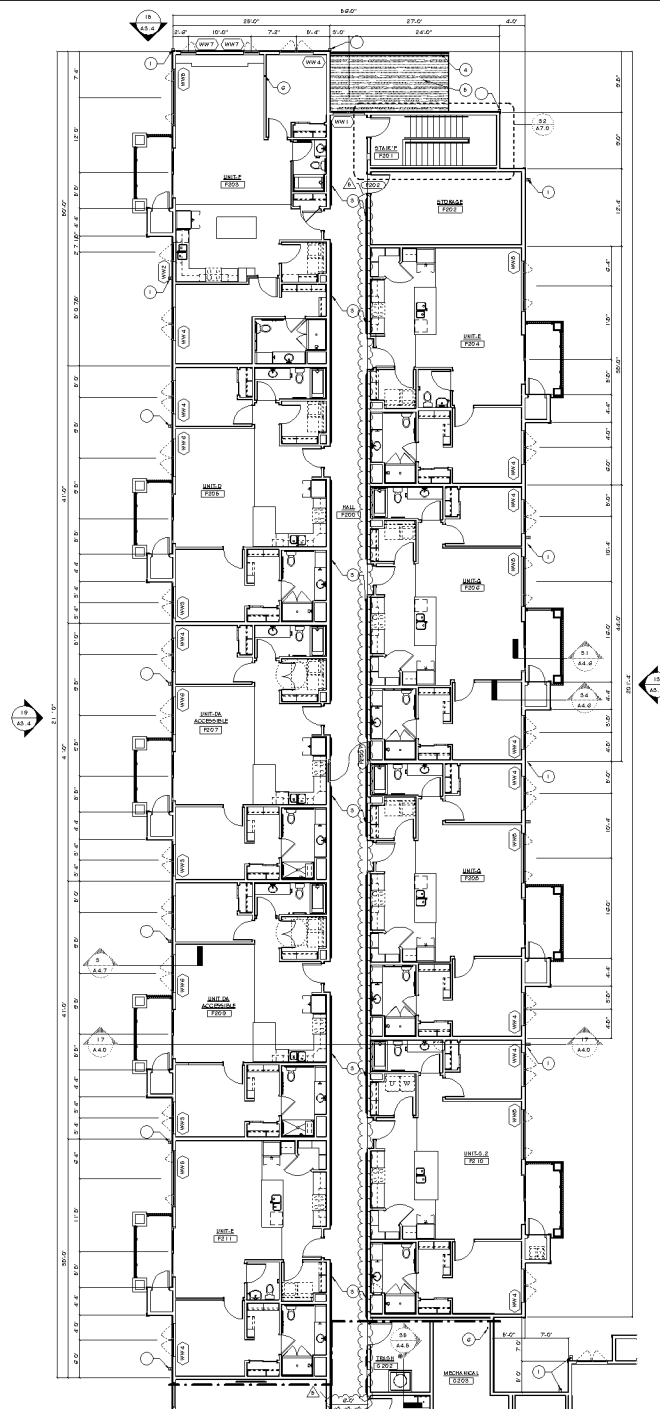
E. DOORS IN CORRIDORS SHOULD BE PROVIDED TO HAVE A MINIMUM OF 4" AWAY FROM PERPENDICULAR KICK UNLESS NOTED OTHERWISE.

F. ALL LINED KICK TO DRINK AND ARE SCALED TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.

G. SUBSTITUTE WATER RESISTANT TO WATER RESISTANT IN ALL WATER AREAS (MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTOMER ROOMS, ETC.)

- 1 WALL KAIL, SEE 2A & 2B
- 2 MOP / BROWN MOH
- 3 2x4x8 MOUNTED STONE MOP BASH, SEE MEDINA KAIL
- 4 TRASH CHUTE, SEE SECTION 2A & 4.5 GM
- 5 FIRE-RATED METAL DOOR W/SPUIT
- 6 ASPHALT ROOF BEIGN
- 7 FIRE-RATED METAL GUTTER BEIGN
- 8 FIRE EXTINGUISH BY CABINET, SEE 2A & 2.5 M
- 9 ORNAMENTAL WOOD HANDRAIL, SEE 2A & 3.9 GM
- 10 AUTO DOOR OPERATOR BUTTON
- 11 ATTIC ACCESS, SEE 7A & 5B
- 12 BLIND VENT PFRG, SEE MEDIANKAIL, WALL TO BE 8-12" WOOD STOOD IN LBS OF 5-12" WOOD STOOD

SECOND FLOOR - AREA D, J



- GENERAL PLAN NOTES**
- CHANGES ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE. INTERIOR AND EXTERIOR DIMENSIONS SHALL HAVE PREFERENCE OVER RELATED DRAWINGS.
 - ROOM HILLS, INTERIOR DOORS OR HILLS MAY BE KEPT READING TO ADJUSTMENTS PAVING, CONDUIT, OR ELECTRICAL, VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL, CONTRACTOR, AND NOTIFY ARCHITECT OF ANY CHANGES.
 - CHANGES TO THE DIMENSIONS ARE SUBJECT TO FIELD REPRESENTATIVE TO OBTAIN ADJACENT EXISTING DIMENSIONS. DIMENSIONS TO, AND FROM, EXISTING BUILDINGS, SHALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY CHANGES.
 - VERIFY LOCATION OF DOOR FRAME AND EQUIPMENT ROOMS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
 - DOORS IN CORRIDORS SHOULD BE MINIMUM OF 3' SWAY FREE. PREFERENCE FOR WALL UNLESS NOTED OTHERWISE.
 - ALL WALLS RUN TO CORNER AND ARE SLOPED TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
 - WALLS ARE SPECIFIED WITH VENEER PLASTER OR RIE, ABRASIVE PLASTER SHALL BE ON EXTERIOR SIDE, UNLESS NOTED OTHERWISE.
 - SUBMITTER MAY BE REQUIRED TO PROVIDE BARS IN ALL WALL AREAS MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTOMER ROOMS, ETC.).
- PLAN NOTES**
1. PRE-FINISHED METAL DOWNSTAIRS
 2. PRE-FINISHED METAL DOWNSTAIRS
 3. WALL RAIL, SEE (SAC 34)
 4. PRE-FINISHED METAL DOWNSTAIRS
 5. ASPHALT SHINGLED ROOF
 6. BALCONY FLOORING - SEE MECHANICAL WALL TO BE 8-10" WOOD STUD IN USE OF 8-10" WOOD STUDS

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EVAN LARSON
DATE: 30 OCTOBER 2023 P.E. NO. 42532

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construction
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Revision Schedule		
Revision Number	Revision Description	Revision Date
1	REVISION	25 APR 2021
2	REVISION	10 SEP 2021

KEY PLAN

AREA 1

COUNTRY MANOR
NEW FACILITY

BRAINERD, MINNESOTA

DATE	PROJECT	NO.
30 OCTOBER 2023	2315	A2.13

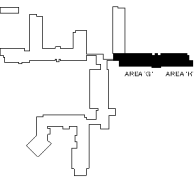
3.2 SECOND FLOOR - AREA 1
1/8" = 1'-0"

SECOND FLOOR - AREA 1

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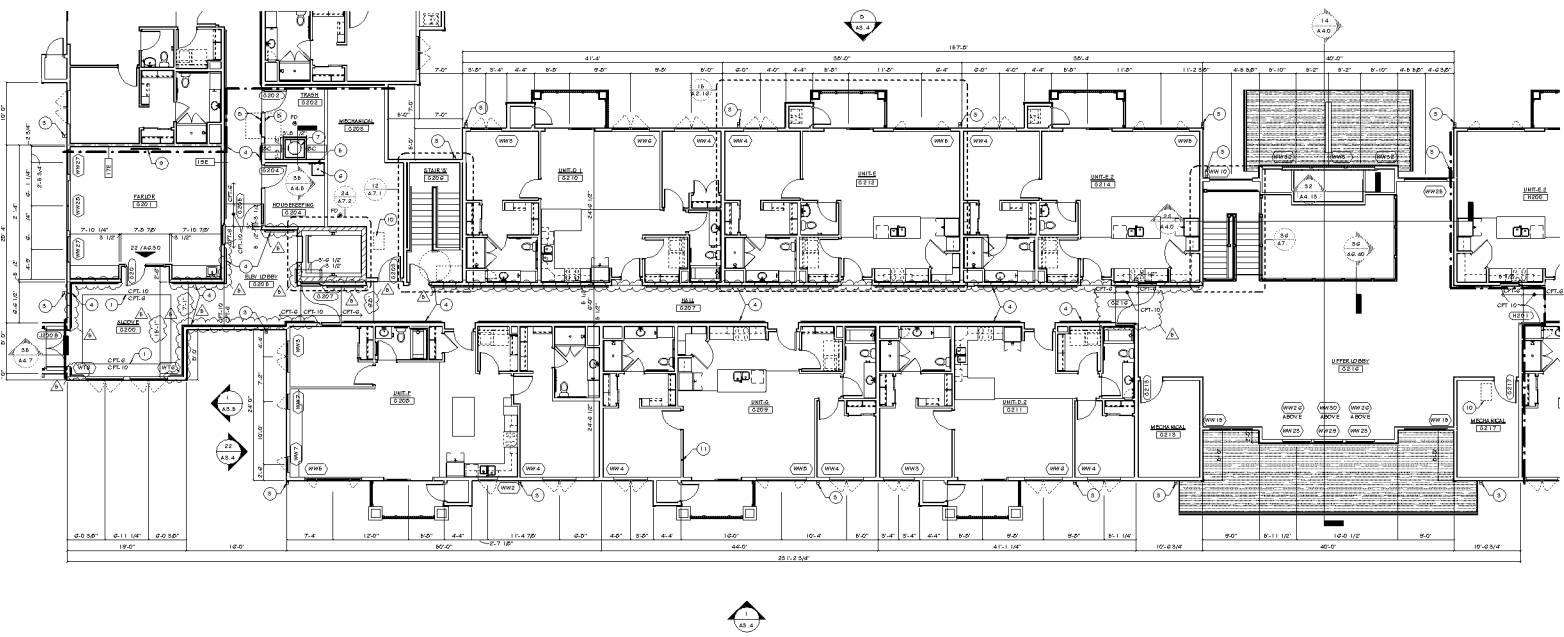
Revision Schedule		
Revision Number	Revision Description	Revision Date
1	PRELIMINARY	25 APR 2024
2	FOR CONSTRUCTION	10 SEP 2024
3	FOR CONSTRUCTION	10 SEP 2024

KEY PLAN



COUNTRY MANOR
 NEW FACILITY

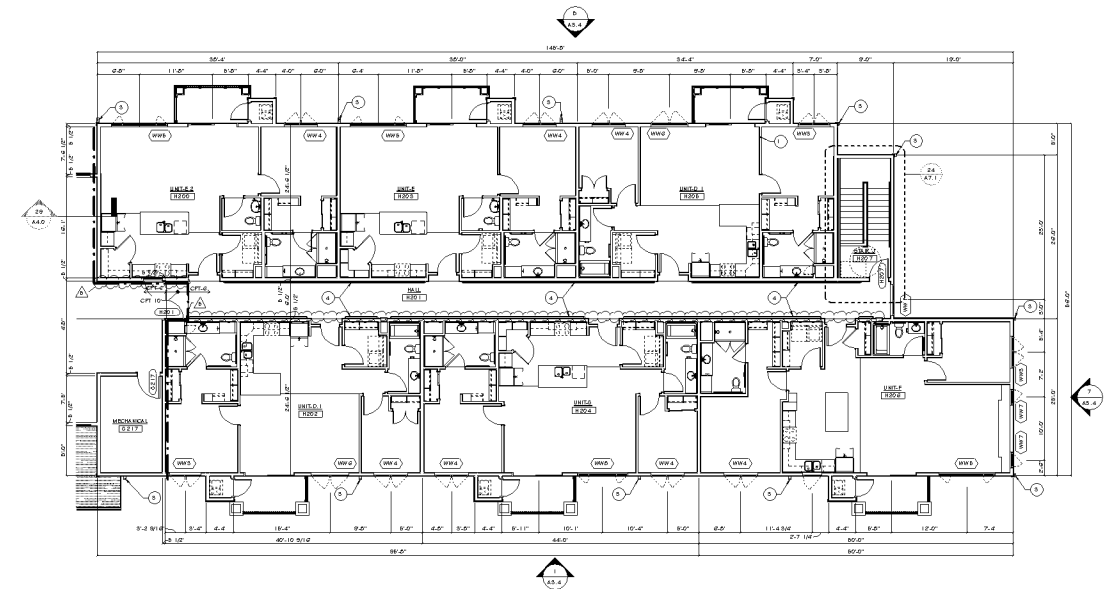
BRainerd, MINNESOTA	
DATE: 30 OCTOBER 2023	PROJECT: 2315
A2.14	



13 SECOND FLOOR - AREA 10
 1/8" = 1'-0"

- GENERAL PLAN NOTES**
- UNLESS NOTED OTHERWISE, MECHANICAL AND ELECTRICAL UNLESS NOTED OTHERWISE SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
 - ROOM WALLS, WHETHER NOTED OR NOT, MAY BE USED IN SEE PLANS TO ACCOMMODATE PLUMBING, CONDUIT, OR DUCTWORK. VERIFY AND COORDINATE WITH MECHANICAL/ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
 - UNLESS NOTED OTHERWISE, ALL MECHANICAL AND ELECTRICAL SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL MECHANICAL CODE (NMC).
 - VERIFY LOCATION OF PLUMBING, MECHANICAL, AND ELECTRICAL WITH MECHANICAL/ELECTRICAL DRAWINGS.
 - DOORS IN CORRIDORS SHOULD BE PLACED TO BE A MINIMUM OF 5' AWAY FROM PERPENDICULAR WALL FINISHES NOTED OTHERWISE.
 - ALL WALLS SHOWN TO BECK, AND ARE SHOWN TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
 - SUBMIT TO WHITE RESISTANT SYSTEM BOARD IN ALL VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTODIAL ROOMS, ETC.

- PLAN NOTES**
- FLOORING TRANSITION
 - FINE STONE UNDER CABINET, SEE 2315-01
 - FLOORING WITH DOWNSTAIR
 - WALL FIN. SEE 2315-01
 - MECH. ROOMS
 - 6" x 6" WOOD STUDS NOT SHOWN. SEE MECHANICAL.
 - TRASH CHUTE
 - AUTO DOOR OPERATOR BUTTON
 - T.V. BYONKASE, PROVIDE IN WALL BLOCKING FOR WALL MOUNT
 - ATTIC ACCESS, SEE 2315-01
 - RADIUM VENT FILING - MECHANICAL. WALL TO BE 8" WOOD STUD IN LIES OF 8" WOOD STUD.



51 SECOND FLOOR - AREA 11
 1/8" = 1'-0"

SECOND FLOOR - AREA G, H

13 ENLARGED PLAN - UNIT AA (ACCESSIBLE BIRCH)
1/4" = 1'-0"

15 ENLARGED PLAN - UNIT DA (ACCESSIBLE 'OAK')
1/4" = 1'-0"

31 ENLARGED PLAN - UNIT BA (ACCESSIBLE CEDAR)
1/4" = 1'-0"

33 ENLARGED PLAN - UNIT B (CEDAR)
1/4" = 1'-0"

35 ENLARGED PLAN - UNIT C (HICKORY)
1/8" = 1'-0"

GENERAL PLAN NOTES

6. DIMENSIONS ARE FROM FACE OF STUDY TO FACE OF STUDY OF RILEY OF MACHINERY. UNLESS NOTED OTHERWISE, D. WRITTEN AND FIG. DIMENSIONS DIMENSIONS SHALL TAKE PRECEDENCE OVER FIGURED DIMENSIONS.
7. SOME LINES, WITHIN NOTES OR KEY, MAY BE KEPT AS THEY WERE DRAWN, TO ACCOMMODATE PUMPS, VALVES, CONDENSER, OR EXTRACTOR, WHEN USED IN CONJUNCTION WITH MECHANICAL CONTRACTS, CONTRACTS, AND MECHANICAL SUBJECTS OF ANY SUCH CLASS.
8. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO REPLY TO REQUEST TO ADD SUCH DIMENSIONS TO THE DRAWINGS TO BE USED IN THE CONSTRUCTION OF THE DRAWINGS, SHALL BE USED BY CONTRACTOR, WITHOUT ARCHITECT OF ANY DISCREPANCY.
9. VERY LIGHTLY OF PAPER, DRAWING AND EQUIPMENT PAPER WITH MECHANICAL AND ELECTRICAL DRAWINGS SHALL BE USED.
10. DIMENSIONS SHOULD BE DRAWN TO BE A MINIMUM OF 5' AWAY FROM PERIPHERY OF DRAWING UNLESS NOTED OTHERWISE.
11. ALL WALLS MUST BE CHECKED, AND ARE BUILT TO TOP AND BOTTOM SLACK UNLESS NOTED OTHERWISE.
12. DIMENSIONS SHALL BE SPECIFIED IN FEET AND INCHES, AND SHALL BE USED IN ALL CASES.
13. SUBSTITUTES MUST BE IDENTICAL TO VISION OF RAIL IN ALL CASES, ARCHITECTURAL, ROOMS, ELECTRICAL, ROOMS, CUSTODY ROOMS, ETC.
14. REFER TO AREA PLANS FOR WINDOW TYPES AND LOCATIONS.

PLAN NOTES

- 1 SHOWER (SH-3), SEE MECHANICAL.
- 2 SHOWER (SH-2) IN ACCESSIBLE UNITS. PROVIDE INTERIOR GLASS BASES, HAND AND CONTROL, REGULAR COMPRESSIBLE THRESHOLD, AND FOLD-DOWN SEAT.
- 3 TUB & SHOWER (B-3), SEE MECHANICAL.
- 4 TUB/TOILET FATHER HOLDER (TTH-2).
- 5 TUB/TOILET BATHROOM, SEE MECHANICAL.
- 6 AC UNIT ABOVE. SEE MECHANICAL.
- 7 MECHANICAL UNIT, SEE MECHANICAL.
- 8 FULVIOVIR/BOWEN INSULATION.
- 9 BLENDED WARMER / DRYER MACHINE.

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Revision Schedule		
Revision Number	Revision Description	Revision Date
2	REVISION 2	22-APR-2021

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	30 OCTOBER 2003
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NOR	PROJECT 2315

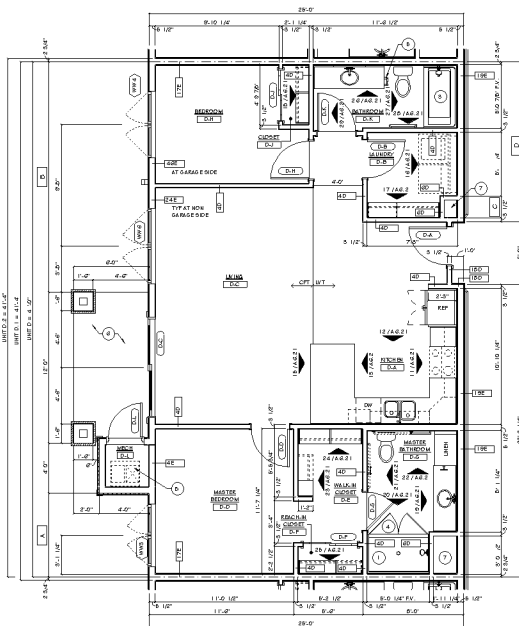
A2.15

GENERAL PLAN NOTES

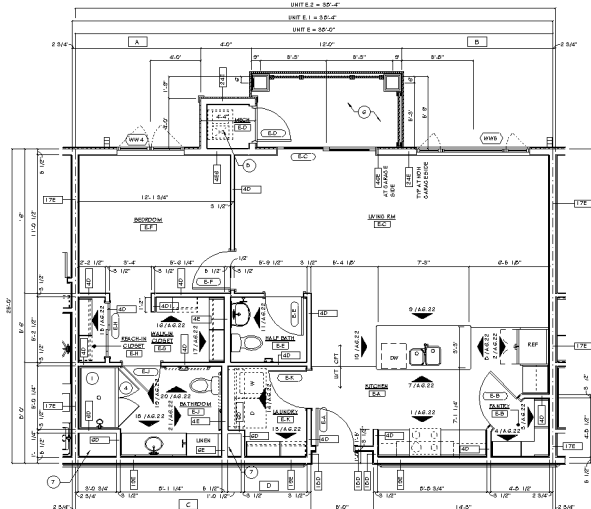
- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF WINDOW/ DOOR UNLESS OTHERWISE NOTED. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCHEDULE DIMENSIONS.
- DOOR WALLS, WHETHER NOTED OR NOT, MAY BE USED TO FRAME TO ACCOMMODATE PLUMBING, CHIMNEY OR DUCTWORK. VERIFY AND COORDINATE WITH MECHANICAL/ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- CONNECTIONS ON THE DRAWINGS ARE SUBJECT TO REVISION/ADDITION TO SUIT ACCORDING TO CHANGES. THEREFORE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL CONNECTIONS WITH THE ARCHITECT OF RECORD.
- VERIFY LOCATION OF ROOF DRAIN AND EQUIPMENT FLOORS WITH MECHANICAL/ELECTRICAL CONTRACTOR.
- DOORS IN CORRIDORS SHOULD BE FRAMED TO BE A MINIMUM OF 5" AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS SHALL BE CONCRETE AND SHALL BE SCHEDULE TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- WHEN WALLS ARE SPECIFIED WITH FINISHES, FINISHES SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
- SUBSTITUTE WATER RESISTANT SYSTEM SHALL BE IN ALL UNIT AREA MECHANICAL ROOMS, ELECTRICAL ROOMS, LUNAR ROOMS, ETC.
- REFER TO A.S.B. PLANS FOR WINDOW TYPES AND LOCATIONS.

PLAN NOTES

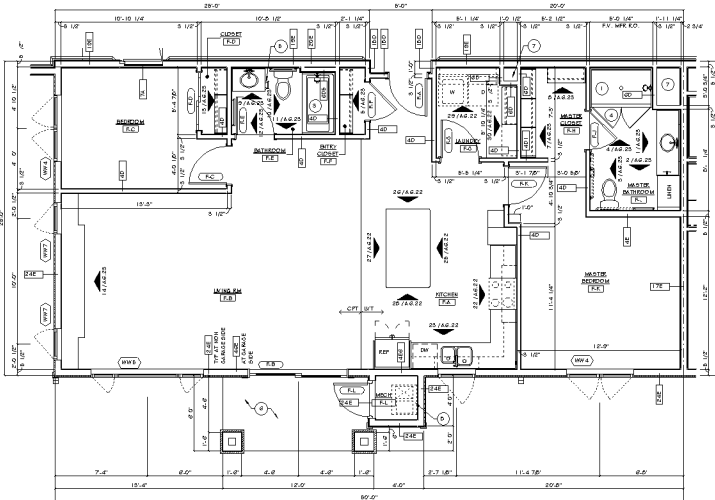
- SHOWER (S-1) IN STALLING UNIT. PROVIDE W.C. AND CONTROLS, AND REMOVABLE STEEL TUB SHIELD.
- SHOWER (S-2) IN ACCESSIBLE UNIT. PROVIDE INTERLOCK BASE, W.C. AND CONTROLS, REMOVABLE STEEL TUB SHIELD, AND FOLD-DOWN SEAT.
- TUB (T-1) IN SHOWER (S-1).
- SHOWER DOOR (S-1).
- TOILET PAPER HOLDER (T.P.H.).
- PAINT AT FIRST FLOOR UNITS. CHECK AT SECOND FLOOR UNITS.
- FULLY INSULATED WITH BOWEN INSULATION.
- MECHANICAL UNIT, SEE MECHANICAL.



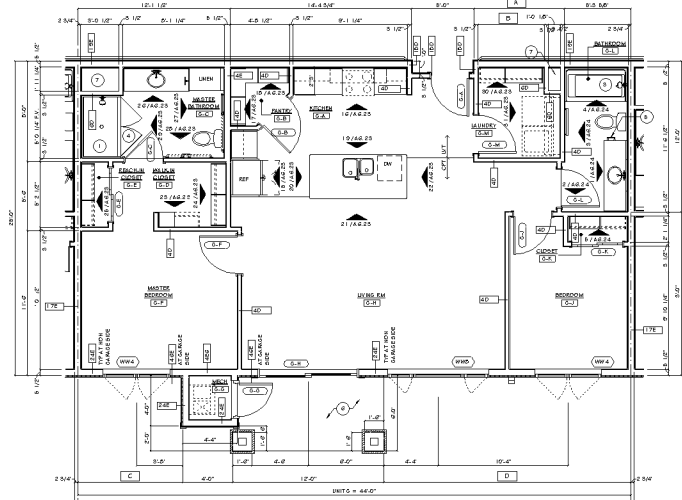
13 ENLARGED PLAN - UNIT D (OAK)
 1/4" = 1'-0"



15 ENLARGED PLAN - UNIT E (HICKORY)
 1/4" = 1'-0"



17 ENLARGED PLAN - UNIT F (WALNUT)
 1/4" = 1'-0"



19 ENLARGED PLAN - UNIT G (GRAND OAK)
 1/4" = 1'-0"

ENLARGED FLOOR PLANS - UNITS

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 construction
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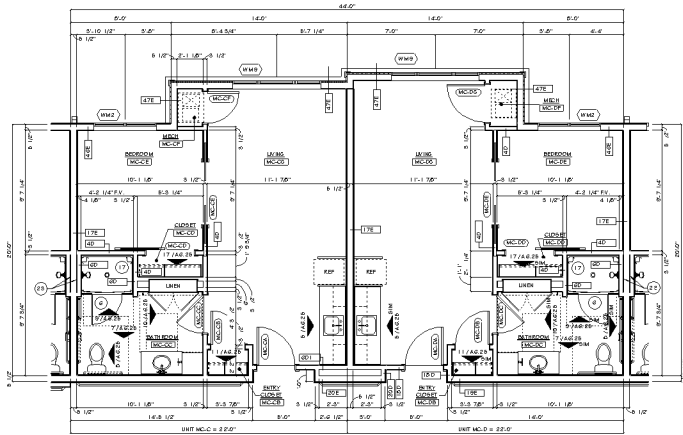
Revision Schedule
 Revision Number Revision Description Revision Date

COUNTRY MANOR
 NEW FACILITY

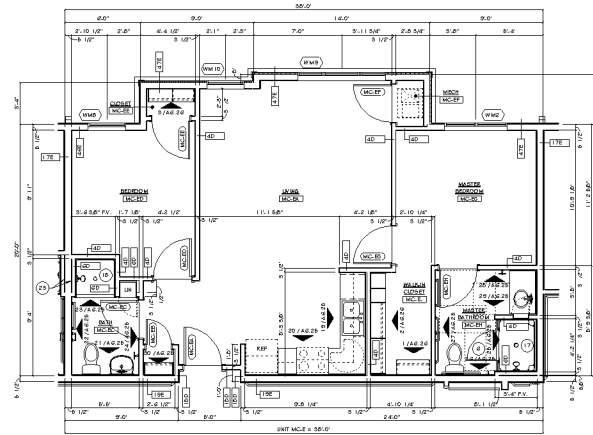
BRainerd, MINNESOTA

DATE: 30 OCTOBER 2023
 PROJECT: 2315

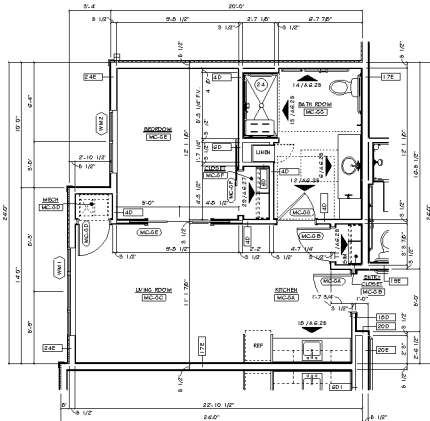
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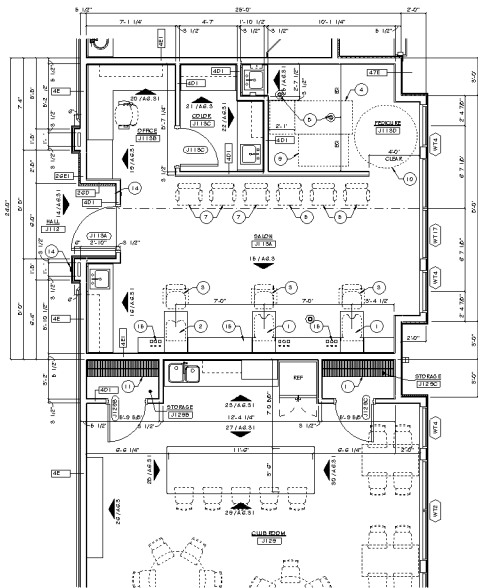
1.5 MEMORY CARE - UNIT MC-C AND MC-D
 1/8" = 1'-0"



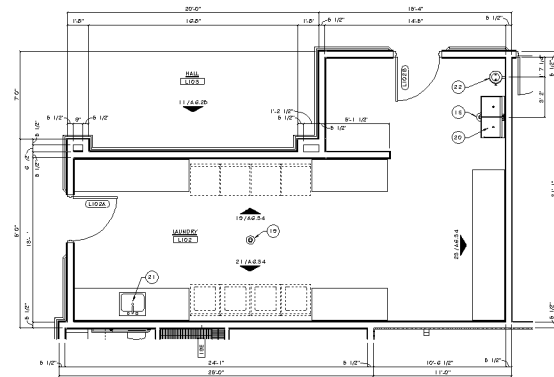
1.5 MEMORY CARE - UNIT MC-E
 1/8" = 1'-0"



2.25 MEMORY CARE - UNIT MC-G ACCESSIBLE
 1/8" = 1'-0"



3.3 ENLARGED FLOOR PLAN RM J114 (SALON)
 1/8" = 1'-0"



3.4 ENLARGED FLOOR PLAN L102 (LAUNDRY)
 1/8" = 1'-0"

GENERAL PLAN NOTES

- OWNERS ARE FROM FACE OF STEP TO FACE OF STEP, FACE OF WINDOW/DOOR TO OTHER FACE. NOTED AND FIELD DIMENSIONS SHALL TAKE PRECEDENCE OVER NOTED DIMENSIONS.
- SOME WALLS, WHETHER NOTED OR NOT, MAY BE USED TO ACCOMMODATE PLUMBING, CHASES, OR ELECTRICAL. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL CONTRACTOR, AND MECHANICAL ARCHITECT OF ANY SUCH CHASES.
- OWNERS ON THE DRAWINGS ARE SUBJECT TO REVISIONS TO SUIT ADJACENT BUILDINGS. THEREFORE, NO AND INCLUDING SHOWN BUILDINGS SHALL BE FIELD VERIFIED BY CONTRACTOR. MECHANICAL ARCHITECT OF ANY SUCH CHASES.
- VERIFY LOCATION OF FLOOR DRAIN AND EQUIPMENT FLOORS WITH MECHANICAL/ELECTRICAL DRAWINGS.
- COVERS IN CORNERS SHOULD BE FRAMED TO BE A MINIMUM OF 5" AWAY FROM PERIPHERAL WALLS UNLESS NOTED OTHERWISE.
- ALL WALLS GO TO CEILING AND ARE CALLED TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- WHEN WALLS ARE SPECIFIED WITH FINISHES PLASTER OR Gypsum, FINISHES SHALL BE ON CONCRETE SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WITH REBAR/STEEL REINFORCEMENT IN ALL UNIT AREAS MECHANICAL ROOMS, ELECTRICAL ROOMS, LAUNDRY ROOMS, ETC.
- REFER TO A.E.B. PLANS FOR WINDOW TYPES AND LOCATIONS.

PLAN NOTES

- ADJUSTABLE SHIMMED ROWL UNDER FLOOR-UP COUNTER, SEE MECHANICAL.
- FIXED SHIMMED ROWL UNDER FLOOR-UP COUNTER, SEE MECHANICAL.
- STORAGE CHAIR, INC.
- PERCUTOR CHAIR, INC.
- HAIR DRYER, INC.
- SHOWER DOOR (S.D.)
- WATERLESS CHAIR, INC.
- FLOOR DRAIN. COORDINATE EXACT LOCATION WITH PERCUTOR CHAIR INSTRUCTIONS.
- 30" x 48" ACCESSIBLE CUBA SPACE.
- 40" DIAMETER ACCESSIBLE TURNING RADIUS.
- 1/4" X 6" X 1/2" DEEP GROUT CHANNEL. VERTICAL LU'S SPACED AT 12" O.C.
- SHEETWALL, BRIDGE & FURNITURE OF ROOM.
- PERCUTOR CHAIR.
- AUTO DOOR OPERATOR BUTTON.
- METAL BACKLASH & PULLEY HOLDERS IN COUNTER TOP. PROVIDE (1) 2-1/2" DIAMETER, (2) 2-1/2" DIAMETER AND (3) 1-1/2" DIAMETER.
- ACCESSIBLE CLOSET.
- SHOWER SH-ALL SEE MECHANICAL.
- SHOWER SH-ALL SEE MECHANICAL.
- FLOOR DRAIN, SEE MECHANICAL.
- LAUNDRY TUB, SEE MECHANICAL.
- DEPT. IN LAUNDRY TUB, SEE MECHANICAL.
- STOVE, SEE MECHANICAL.
- SHOWER SH-ALL SEE MECHANICAL.

TOILET ACCESSORIES SCHEDULE

- 10" O.D. BAY VERTICAL.
- 4" O.D. BAY VERTICAL.
- 4" O.D. BAY VERTICAL.
- SOFT DEFIBRATOR.
- TOILET PAPER HOLDER.
- WIPER SWAL, 210-47.
- PAPER TOWEL DISPENSER.
- HAND DRYER, BY ELECTRICAL.
- SAINTWAY WASTE RECEPT.
- 2" O.D. BAY VERTICAL.

NOTE: SEE ELEVATIONS FOR MOUNTING HEIGHTS, LOCATION, ETC.

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 608 Courthouse Square, St. Cloud, MN 56303
 (320) 255-5740
 www.gltarchitects.com

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 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.
 EYAN LARSON
 DATE: 30 OCTOBER 2023 P.E.G. NO. 42552

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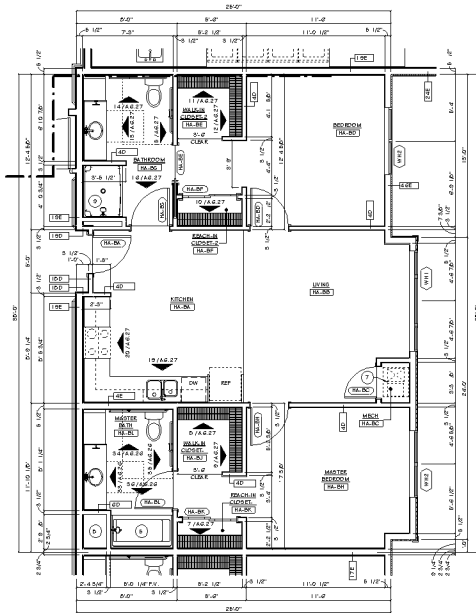
Revision Schedule

Revision	By	Revision Description	Issue Date
1	REVISION		25-SEP-2024

COUNTRY MANOR
 NEW FACILITY

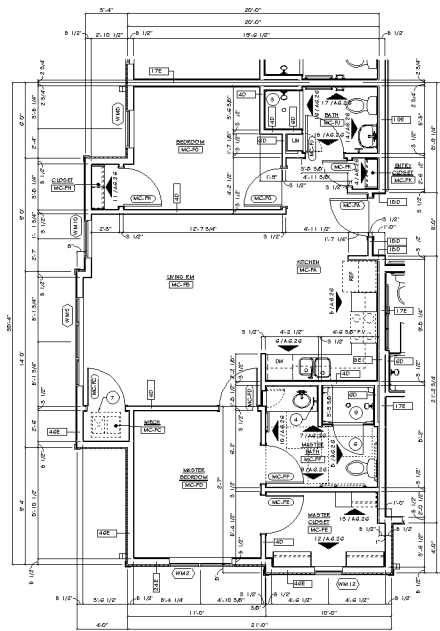
BRainerd, MINNESOTA
 DATE: 30 OCTOBER 2023
 PROJECT: 2315
 A2.17





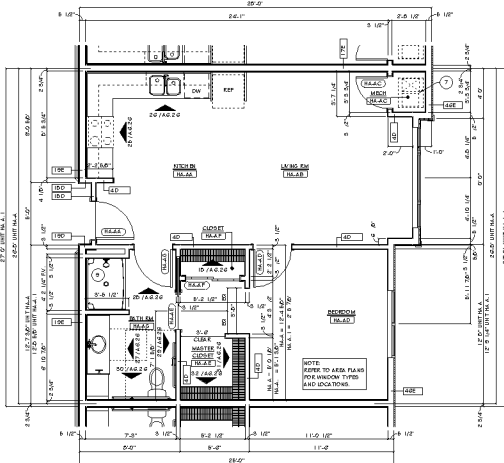
UNIT HA-B			
TYPE	CONSTRUCTION	STANDARD	W/REWORK
UNIT HA-B.1	0	0	0
UNIT HA-B.2	0	0	0
GRAND TOTAL	0	0	0

12 ENLARGED PLAN - UNIT HA-B
1/8" = 1'-0"



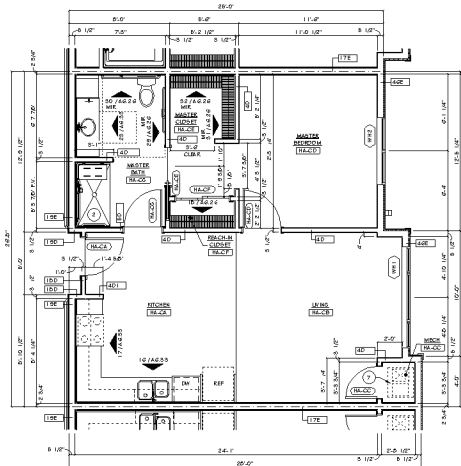
UNIT MC-F			
TYPE	CONSTRUCTION	STANDARD	W/REWORK
UNIT MC-F.1	0	0	0
UNIT MC-F.2	0	0	0
GRAND TOTAL	0	0	0

13 ENLARGED PLAN - UNIT MC-F
1/8" = 1'-0"



UNIT HA-A			
TYPE	CONSTRUCTION	STANDARD	W/REWORK
UNIT HA-A.1	0	0	0
UNIT HA-A.2	0	0	0
GRAND TOTAL	0	0	0

31 ENLARGED PLAN - UNIT HA-A
1/8" = 1'-0"



UNIT HA-C (ACCESSIBLE)			
TYPE	CONSTRUCTION	STANDARD	W/REWORK
UNIT HA-C.1	0	0	0
UNIT HA-C.2	0	0	0
GRAND TOTAL	0	0	0

33 ENLARGED PLAN - UNIT HA-C ACCESSIBLE
1/8" = 1'-0"

GENERAL PLAN NOTES

- OWNERS ARE RESPONSIBLE FOR THE FACE OF STUD OR FACE OF WINDOW/DOOR. NOTED OTHERWISE, NOTED AND USED DIMENSIONS SHALL TAKE PRECEDENCE OVER NOTED DIMENSIONS.
- OWNER SHALL, WHETHER NOTED OR NOT, MAY NEED WORKING DRAWINGS TO ACCOMMODATE PLUMBING, CHIMNEY, OR ELECTRICAL. VERIFY AND COORDINATE WITH MECHANICAL, ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- OWNERS ON THE DRAWINGS ARE SUBJECT TO REVISIONS TO SUIT ACCORDING TO CHANGES, THEREAFTER, TO, AND INCLUDING CHANGES, SHALL ALL BE REVISIONS BY CONTRACTOR. NOTIFY ARCHITECT OF ANY CHANGES.
- VERIFY LOCATION OF ROOF DRAIN AND EQUIPMENT FLOORS WITH MECHANICAL/ELECTRICAL DRAWINGS.
- COVERS IN CORNERS SHOULD BE FRAMED TO BE A MINIMUM OF 3" AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS SHOWN TO BE 1/2" THICK AND 8" HIGH. UNLESS NOTED OTHERWISE.
- WHEN WALLS ARE SPECIFIED WITH VENEER PLASTER ONE SIDE, ASSUME PLASTER WILL BE ON EXTERIOR SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WITH REBAR AT 12" ON CENTER IN ALL REINFORCED CONCRETE, MECHANICAL, ELECTRICAL, ROOFING, LUSTRIAL, ROOFING, ETC.
- REFER TO A.S.B. PLANS FOR WINDOW TYPES AND LOCATIONS.

PLAN NOTES

- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.
- SHOW MECHANICAL.

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Revision Schedule		
Revision	Revised By	Revised Date
1	REVISION	10/30/2023

COUNTRY MANOR
NEW FACILITY

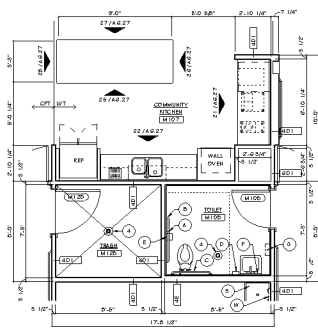
BRAINERD, MINNESOTA

DATE	PROJECT
30 OCTOBER 2023	2315

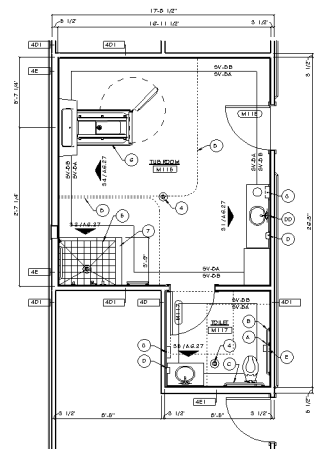
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ENLARGED FLOOR PLAN - UNITS

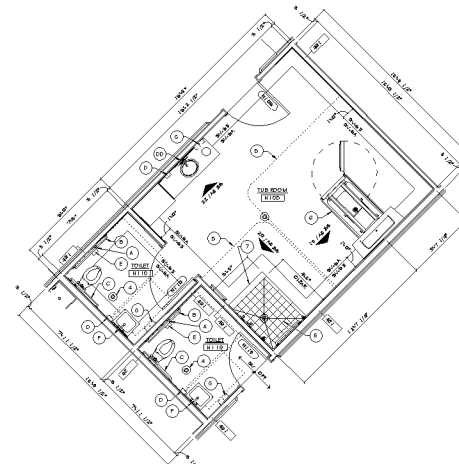




7 ENLARGED PLAN (RM M107, M108)
1/4" = 1'-0"



9 ENLARGED PLAN (RM M115, M117)
1/4" = 1'-0"



10 ENLARGED PLAN (RMS N102, N110, N119)
1/4" = 1'-0"

GENERAL PLAN NOTES

- CHANGES ARE FROM FACE OF STUD TO FACE OF STUD OR FACE OF MAJORITY UNLESS NOTED OTHERWISE. NOTED AND USED DIMENSIONS SHALL TAKE PRECEDENCE OVER UNNOTED DIMENSIONS.
- ROOF WALLS, WHETHER NOTED OR NOT, MAY BE USED WHERE FRAMING TO ACCOMMODATE PLUMBING, CHIMNEY OR DUCTWORK. VENT AND COVER DRAINAGE AND MECHANICAL ELECTRICAL CONTRACTOR, AND NOTIFY ARCHITECT OF ANY SUCH CHANGES.
- CHANGES ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT EXISTING. THEREAFTER TO, AND INCLUDING EXISTING BUILDINGS, SHALL ALL BE FIELD VERIFIED BY CONTRACTOR. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- VERIFY LOCATION OF ROOF DRAIN AND EQUIPMENT FLOORS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
- DOORS IN CORRIDORS SHOULD BE FRAMED TO BE A MINIMUM OF 3' AWAY FROM PERPENDICULAR WALL UNLESS NOTED OTHERWISE.
- ALL WALLS GOIN TO CEIL AND ARE CEILING TOP AND BOTTOM EACH SIDE UNLESS NOTED OTHERWISE.
- WHEN WALLS ARE SPECIFIED WITH UNDER PLASTER ONE SIDE, ASSUME PLASTER WILL BE ON CONCRETE SIDE UNLESS NOTED OTHERWISE.
- SUBSTITUTE WATER RESISTANT & PLUMB WOOD IN ALL WET AREAS: MECHANICAL ROOMS, ELECTRICAL ROOMS, CLOSET ROOMS, ETC.

PLAN NOTES

- SHEET VINYL FLOORING AT PERIMETER OF ROOM.
- PRIVACY CURTAIN.
- 2" x 4" x 1/2" WOOD STUDS W/ 1/2" BATH. SEE MECHANICAL.
- ROOF DRAIN. SEE PLUMBING DRAWINGS.
- SHOWER FLOOR TO HAVE 1/4" x 1/2" WOOD STUDS W/ 1/2" BATHING EDGE. INSTALL PLUMB SHEET & FLOOR WATERPROOFING MEMBRANE AT FLOOR SHOWER FLOOR AND WALLS.
- BATH TUB. SEE MECHANICAL.
- 2" x 4" x 1/2" WOOD STUDS W/ 1/2" BATH. PROVIDE 1/2" BATH PARTIAL HEIGHT WALL SUPPORT AT 2' x 4" x 1/2".
- CIRCULAR CEILING.

TOILET ACCESSORIES SCHEDULE

- | | |
|----------------------------|-----------------------------------|
| (A) 10" x 6" BATH (DETAIL) | (F) DELUXE CHANGING STATION |
| (B) 4" x 6" BATH (DETAIL) | (G) TRASH BIN, BY OWNER |
| (C) 3" x 6" BATH (DETAIL) | (H) 10" x 10" x 10" BATH (DETAIL) |
| (D) 2" x 6" BATH (DETAIL) | (I) 2" x 6" BATH (DETAIL) |
| (E) 1" x 6" BATH (DETAIL) | (J) 1" x 6" BATH (DETAIL) |
| (F) 1" x 6" BATH (DETAIL) | (K) 1" x 6" BATH (DETAIL) |
| (G) 1" x 6" BATH (DETAIL) | (L) 1" x 6" BATH (DETAIL) |
| (H) 1" x 6" BATH (DETAIL) | (M) 1" x 6" BATH (DETAIL) |
| (I) 1" x 6" BATH (DETAIL) | (N) 1" x 6" BATH (DETAIL) |
| (J) 1" x 6" BATH (DETAIL) | (O) 1" x 6" BATH (DETAIL) |
| (K) 1" x 6" BATH (DETAIL) | (P) 1" x 6" BATH (DETAIL) |
| (L) 1" x 6" BATH (DETAIL) | (Q) 1" x 6" BATH (DETAIL) |
| (M) 1" x 6" BATH (DETAIL) | (R) 1" x 6" BATH (DETAIL) |
| (N) 1" x 6" BATH (DETAIL) | (S) 1" x 6" BATH (DETAIL) |
| (O) 1" x 6" BATH (DETAIL) | (T) 1" x 6" BATH (DETAIL) |
| (P) 1" x 6" BATH (DETAIL) | (U) 1" x 6" BATH (DETAIL) |
| (Q) 1" x 6" BATH (DETAIL) | (V) 1" x 6" BATH (DETAIL) |
| (R) 1" x 6" BATH (DETAIL) | (W) 1" x 6" BATH (DETAIL) |
| (S) 1" x 6" BATH (DETAIL) | (X) 1" x 6" BATH (DETAIL) |
| (T) 1" x 6" BATH (DETAIL) | (Y) 1" x 6" BATH (DETAIL) |
| (U) 1" x 6" BATH (DETAIL) | (Z) 1" x 6" BATH (DETAIL) |

NOTE: SEE SCHEDULES FOR MOUNTING HEIGHTS, LOCATION, ETC.

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EVAN LARSON
DATE: 30 OCTOBER 2003 P.E. NO. 42532

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Revision Schedule

Revision Number	Revision Description	Revision Date
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COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH	DATE	30 OCTOBER 2003
	PROJECT	2315
		A2.20

ENLARGED FLOOR PLANS - TOILETS

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 construction
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Revision Schedule		
Revision	By	Date
1	RE:0002	05-APR-2024

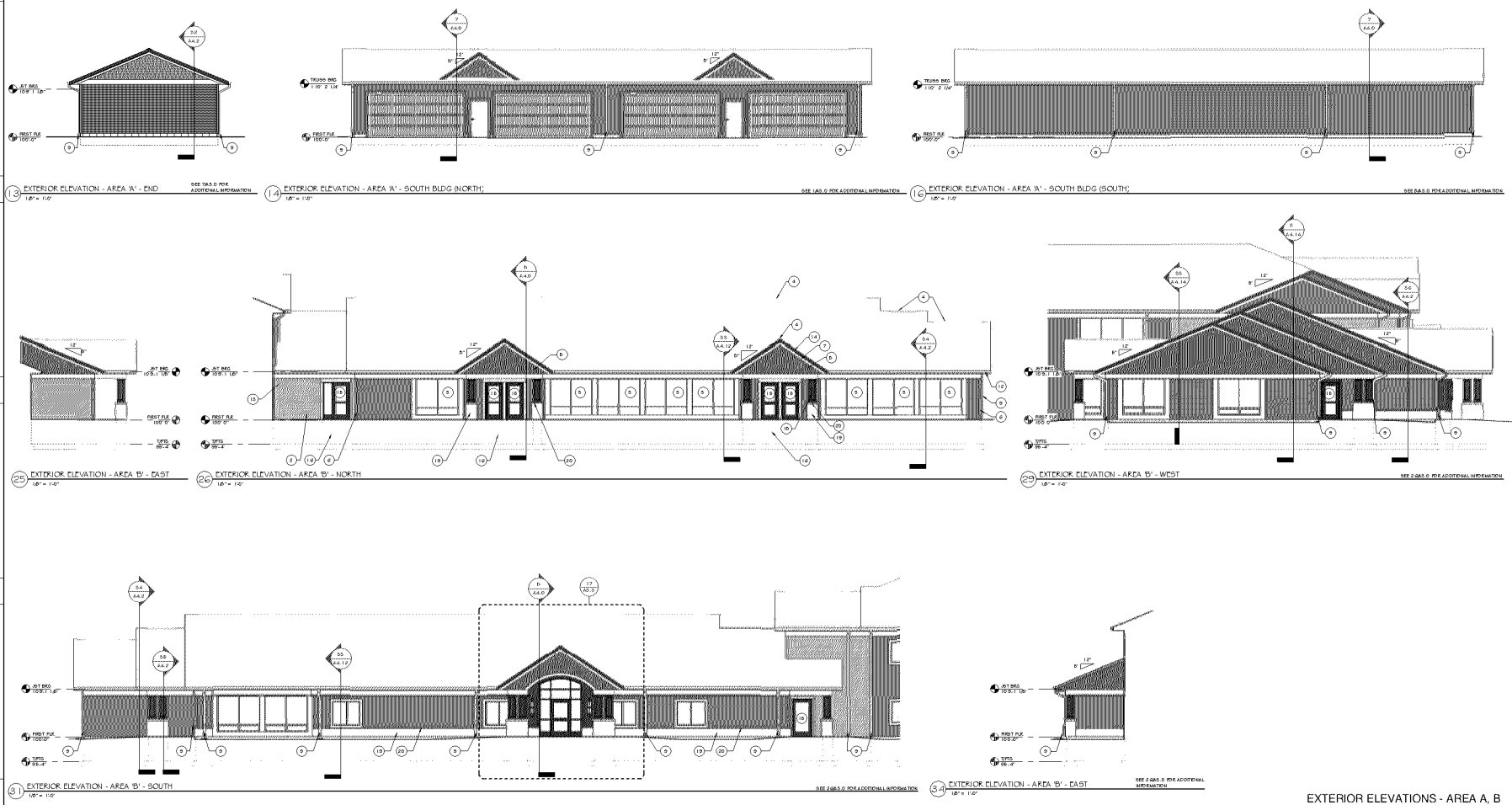
KEY PLAN



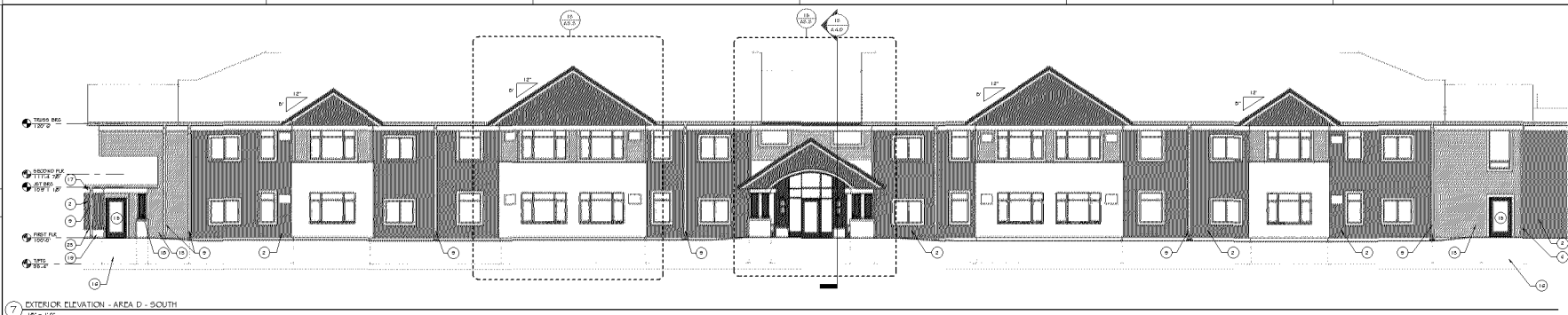
COUNTRY MANOR
 NEW FACILITY

BRainerd, MINNESOTA	DATE: 30 OCTOBER 2023
	PROJECT: 2315
	A3.0

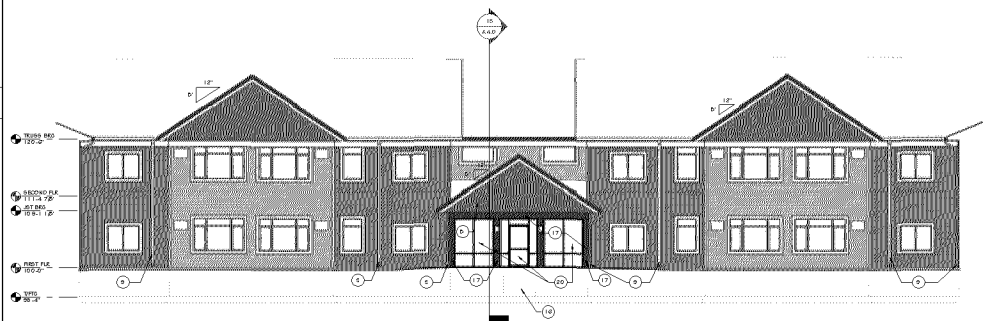
GENERAL NOTES		ELEVATION NOTES	
A. COLOR 1	W/7 SENG 1	(1) SHINGLE ROOFING, TYPICAL	
B. COLOR 2	W/7 SENG 2	(2) PREFINISHED METAL UP SENG 1 (COLOR 1)	
C. COLOR 3	PREFIN. T&B AND PREFIN. W/7 SENG	(3) VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM (COLOR 3)	
D. COLOR 4	PREFIN. T&B AND PREFIN. W/7 SENG	(4) CONTINUOUS EDGE E-VENT	
E. COLOR 5	VINYL SHAKE SENG	(5) PREFINISHED METAL FRASC (COLOR 4), TYPICAL	
		(6) PREFINISHED SING CONCRETE TRIM, TYPICAL - COLOR TO MATCH ADJACENT SENG.	
		(7) ENGINEERED WOOD TRIM - 8" (1" COLOR 3)	
		(8) VINYL SHAKE (COLOR 5)	
		(9) PREFINISHED METAL DOWNSPUT W/ FLASHING - COLOR TO MATCH ADJ. SENG.	
		(10) OVERHEAD SECTIONAL DOOR W/ PREFINISHED METAL TRIM	
		(11) METAL DOOR W/ WOOD FRAME (PREFIN) W/ PREFINISHED METAL TRIM	
		(12) PREFINISHED METAL OUTTER (COLOR 4)	
		(13) PREFINISHED METAL UP SENG 2 (COLOR 2)	
		(14) ENGINEERED WOOD TRIM - 8" (1" COLOR 4)	
		(15) ALUMINUM ENTRANCE SYSTEM	
		(16) 2ND STORY, SEE STRUCTURAL	
		(17) ENGINEERED WOOD TRIM - 11" (1" COLOR 3)	
		(18) ENGINEERED WOOD PANEL W/ TRIM (COLOR 4)	
		(19) TRIM 5" OVER HANG (TRIM-13)	
		(20) CRIST STONE DILL	



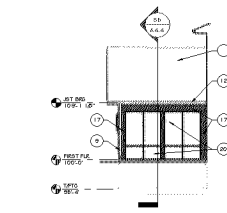
EXTERIOR ELEVATIONS - AREA A, B



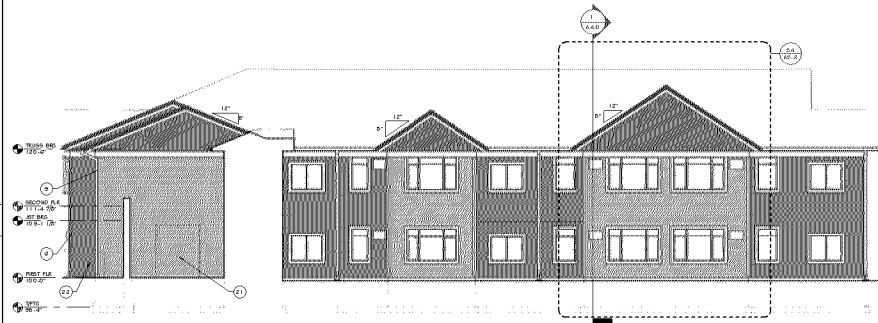
7 EXTERIOR ELEVATION - AREA D - SOUTH
 1/8" = 1'-0"



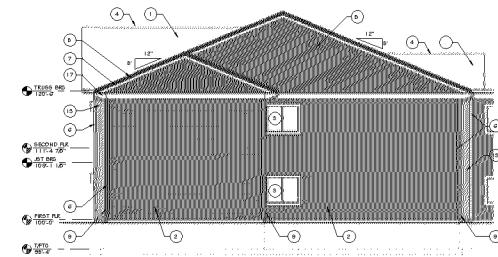
13 EXTERIOR ELEVATION - AREA D - NORTH
 1/8" = 1'-0"



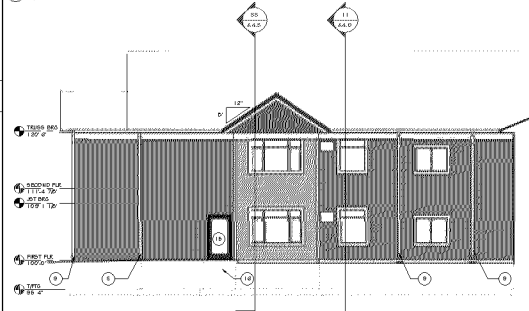
17 EXTERIOR ELEVATION - AREA D - WEST
 1/8" = 1'-0"



25 EXTERIOR ELEVATION - AREA E - EAST
 1/8" = 1'-0"



26 EXTERIOR ELEVATION - AREA E - NORTH
 1/8" = 1'-0"



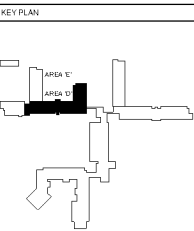
31 EXTERIOR ELEVATION
 1/8" = 1'-0"

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	TRIM
D. COLOR 4	RACK, SPLIT, TRIM
E. COLOR 5	VINYL SHED SIDING

ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL
2	PREPAINED METAL LAP SIDING 1 (COLOR 1)
3	VINYL SIDING SYSTEM W/ 80-NEEDED WOOD TRIM (COLOR 5)
4	CONTINUOUS EDGE VENT
5	PREPAINED METAL RACK (COLOR 4), TYPICAL
6	PREPAINED SIDING COVER TRIM, TYPICAL, COLOR TO MATCH ADJACENT SIDING
7	ENGINEERED WOOD TRIM - 8 1/2" (COLOR 3)
8	VINYL SHED SIDING (COLOR 5)
9	PREPAINED METAL DOWNPOUT W/ FLASHING - COLOR TO MATCH ADJACENT SIDING
10	A/C UNIT, SEE MECHANICAL
11	VINYL SIDING SYSTEM W/ MANUFACTURED TRIM (STONE VINYL) (COLOR 1)
12	PREPAINED METAL GUTTER (COLOR 4)
13	PREPAINED METAL LAP SIDING 2 (COLOR 2)
14	ENGINEERED WOOD TRIM - 8 1/2" (COLOR 4)
15	ALUMINUM ENTRANCE SYSTEM
16	STOOP, SEE STRUCTURAL
17	ENGINEERED WOOD TRIM - 1 1/2" (COLOR 3)
18	ENGINEERED WOOD TRIM (TRIM) (COLOR 4)
19	TRIM STONE VINYL (COLOR 1)
20	SCREEN SYSTEM W/ ALUMINUM FRAME AND SCREEN DOOR
21	GENERATOR, SEE ELECTRICAL
22	TRANSOM, SEE ELECTRICAL
23	CAST STONE DILL
24	DOOR, SEE SCHEDULE FOR SIZE

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Revisions Schedule		
Revision Number	Revision Description	Revision Date

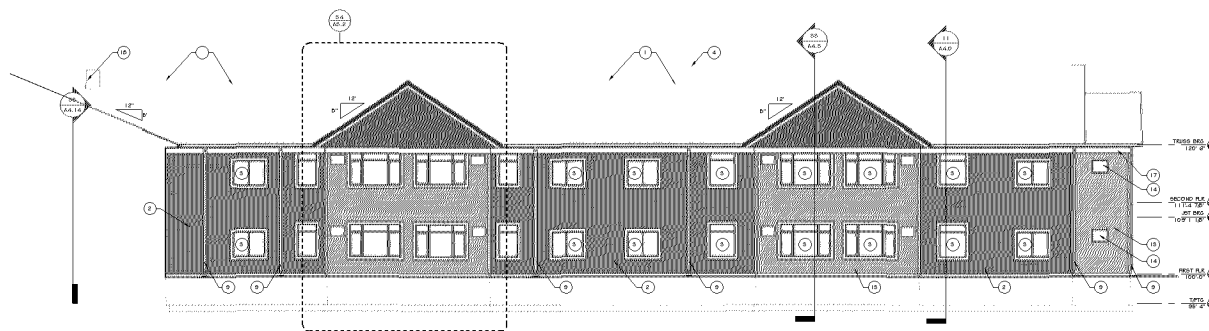


COUNTRY MANOR
 NEW FACILITY

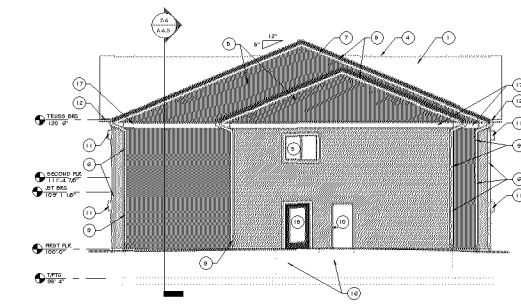
BRainerd, MINNESOTA	
DATE	PROJECT
30 OCTOBER 2023	2315

A3.1

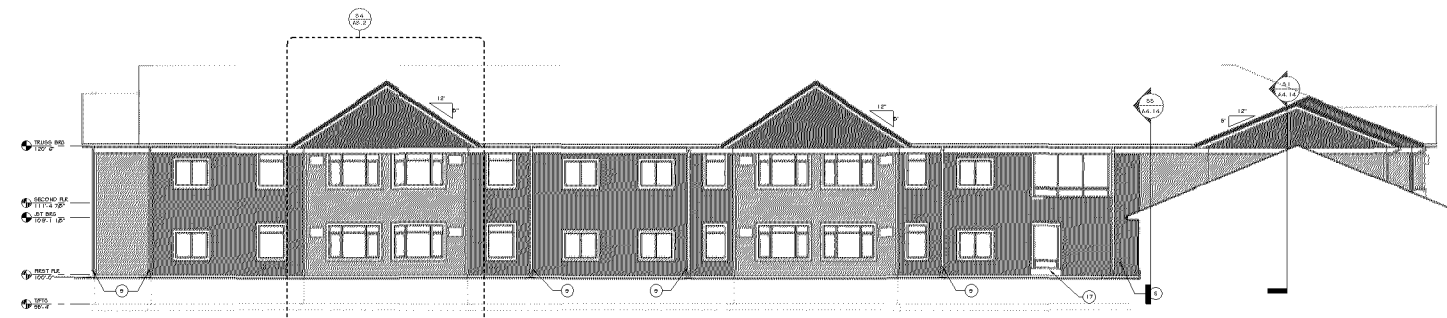
EXTERIOR ELEVATIONS - AREA D, E



7 EXTERIOR ELEVATION - AREA C - EAST
1/8" = 1'-0"



11 EXTERIOR ELEVATION - AREA C - NORTH
1/8" = 1'-0"



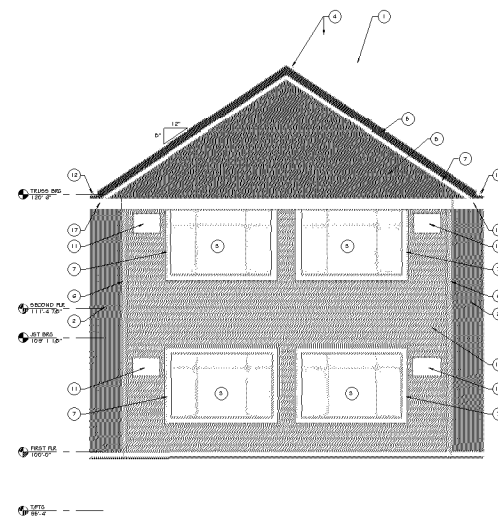
13 EXTERIOR ELEVATION - AREA C - WEST
1/8" = 1'-0"

GENERAL NOTES

- A. COLOR 1: LIFT SENG 1
- B. COLOR 2: LIFT SENG 2
- C. COLOR 3: FINE TRIM AND WOOD WRAP TRIM
- D. COLOR 4: METAL ROOF, AIR CURTAIN MET
- E. COLOR 5: VINYL SENG SENG

ELEVATION NOTES

- 1. SINGLE ROOFING, TYPICAL
- 2. PRE-FINISHED METAL LIFT SENG 1 (COLOR 1)
- 3. VINYL WINDOW SHUTTER AND WOOD WRAP TRIM (COLOR 3)
- 4. CEILING/ROOF EGGE/VENT
- 5. PRE-FINISHED METAL FLASH (COLOR 4), TYPICAL
- 6. PRE-FINISHED SENG CHAIR TRIM, TYPICAL - COLOR TO MATCH A DACCENT SENG
- 7. ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5)
- 8. VINYL SENG SENG (COLOR 5)
- 9. PRE-FINISHED METAL DOWNSPOUT AND FLASHING/ROOF - COLOR TO MATCH ADJ SENG
- 10. INSULATED HOLDUP METAL DOOR AND FRAME - PAINT
- 11. AIR CURTAIN/DOOR FRAME - SEE MECHANICAL
- 12. PRE-FINISHED METAL FLASH (COLOR 4)
- 13. PRE-FINISHED METAL LIFT SENG 2 (COLOR 2)
- 14. MECHANICAL ROOFING - COLOR TO MATCH A DACCENT SENG
- 15. AIR CURTAIN/DOOR FRAME - SEE MECHANICAL
- 16. AIR CURTAIN/DOOR FRAME - SEE MECHANICAL
- 17. ENGINEERED WOOD TRIM - 1 1/2" (COLOR 5)
- 18. TRIM CHUTE/VENT - PROVIDE FLASHING AT BASE AS REQUIRED



5-4 ENLARGED ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATIONS - AREA C

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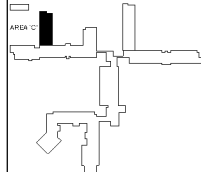
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EXHIBIT/APPENDIX
DATE: 30 OCTOBER 2023
PROJECT NO.: 2305

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Revision Schedule		
Revision	Revised By	Revised Date
1	RE:0202	23-APR-2024

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRainerd, MINNESOTA

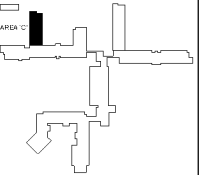
DATE	30 OCTOBER 2023
PROJECT	2305
AREA	A3.2

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Revision Schedule

Revision Number Revision Description Revision Date

KEY PLAN



COUNTRY MANOR

NEW FACILITY

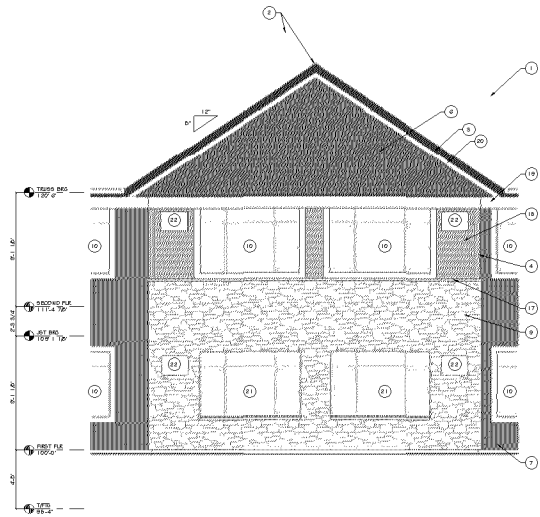
BRainerd, MINNESOTA

DATE: 30 OCTOBER 2023

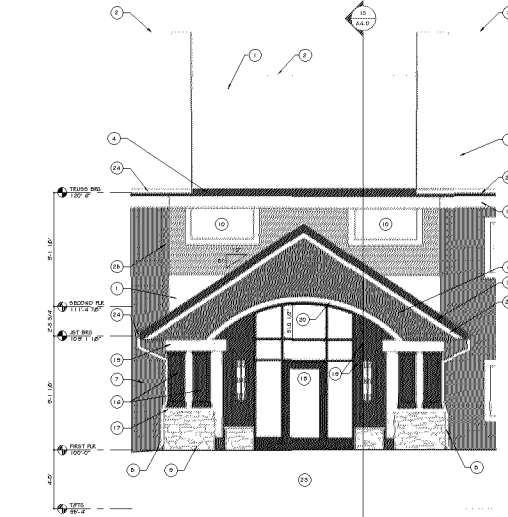
PROJECT: 2315

A3.3

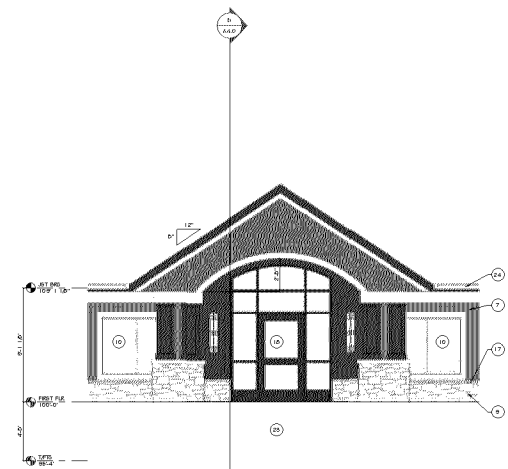
EXTERIOR ELEVATIONS - ENLARGED ELEVATIONS



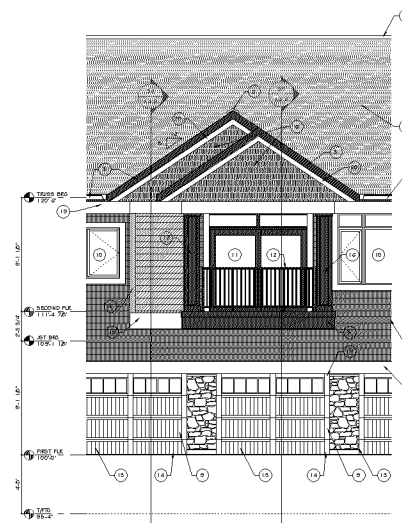
15 ENLARGED ELEVATION
 1/8" = 1'-0"



16 ENLARGED ELEVATION
 1/8" = 1'-0"



17 ENLARGED ELEVATION - DAYCARE ENTRANCE
 1/8" = 1'-0"



25 ENLARGED ELEVATION
 1/8" = 1'-0"



26 ENLARGED ELEVATION
 1/8" = 1'-0"

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	SHED SIDING
D. COLOR 4	PENIC, SHED, AND COLUMN SIDING
E. COLOR 5	VINYL SHED SIDING

ELEVATION NOTES	
1. SINGLE SIDING, TYPICAL	
2. CONTINUOUS SIDING	
3. PRE-FINISHED METAL BLOCK (COLOR 4)	
4. PRE-FINISHED SIDING CORNER TRIM - 8" (COLOR 2) TYPICAL: COLOR TO MATCH ADJACENT SIDING	
5. ENGINEERED WOOD TRIM - 1" (COLOR 4)	
6. VINYL SHED SIDING (COLOR 5)	
7. PRE-FINISHED METAL LAP SIDING 1 (COLOR 1)	
8. PRE-FINISHED METAL SHUTTER AND DOWNSPOUT W/ SPLASH BLOCK	
9. TRIM STONE VENEER (REV. 1)	
10. VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 8" (COLOR 5)	
11. VINYL TRIM STONE W/ TRIMWOOD AND ENGINEERED WOOD TRIM - 8" (COLOR 5)	
12. ALUMINUM SIDING SYSTEM - SEE 15A.2	
13. OVERSIZED SECTIONAL DOOR, SEE DOOR SCHEDULE	
14. CAST STONE WALL BASE	
15. PRE-FINISHED METAL LAP SIDING 2 (COLOR 2)	
16. SQUARE COLUMN, SEE SCHEDULE 1A.4.4 AND 1A.4.4. ENGINEERED WOOD TRIM AT BASE AND CAP TO BE PRE-FINISHED COLOR. PAINT ENGINEERED WOOD TRIM WHITE AND CORNER TRIM (COLOR 4)	
17. CAST STONE SILL	
18. ALUMINUM ENTRANCE SYSTEM	
19. ENGINEERED WOOD TRIM - 1" (COLOR 5)	
20. ENGINEERED WOOD TRIM - 8" (COLOR 5)	
21. VINYL WINDOW SYSTEM W/ MANUFACTURED TRIM STONE VENEER (REV. 1) AND CAST STONE SILL	
22. 4X4 LIVE, EYE-WOOD MOUL	
23. STOOD, SEE STRUCTURAL	
24. PRE-FINISHED METAL GUTTER (COLOR 4)	
25. PRE-FINISHED SIDING CORNER TRIM - 8" (COLOR 2) TYPICAL: COLOR TO MATCH ADJACENT SIDING	



GENERAL NOTES	
A. COLOR 1	UPPERING 1
B. COLOR 2	UPPERING 2
C. COLOR 3	UPPERING 3
D. COLOR 4	UPPERING 4
E. COLOR 5	UPPERING 5
F. COLOR 6	UPPERING 6
G. COLOR 7	UPPERING 7
H. COLOR 8	UPPERING 8
I. COLOR 9	UPPERING 9
J. COLOR 10	UPPERING 10
K. COLOR 11	UPPERING 11
L. COLOR 12	UPPERING 12
M. COLOR 13	UPPERING 13
N. COLOR 14	UPPERING 14
O. COLOR 15	UPPERING 15
P. COLOR 16	UPPERING 16
Q. COLOR 17	UPPERING 17
R. COLOR 18	UPPERING 18
S. COLOR 19	UPPERING 19
T. COLOR 20	UPPERING 20
U. COLOR 21	UPPERING 21
V. COLOR 22	UPPERING 22
W. COLOR 23	UPPERING 23
X. COLOR 24	UPPERING 24
Y. COLOR 25	UPPERING 25
Z. COLOR 26	UPPERING 26
AA. COLOR 27	UPPERING 27
AB. COLOR 28	UPPERING 28
AC. COLOR 29	UPPERING 29
AD. COLOR 30	UPPERING 30
AE. COLOR 31	UPPERING 31
AF. COLOR 32	UPPERING 32
AG. COLOR 33	UPPERING 33
AH. COLOR 34	UPPERING 34
AI. COLOR 35	UPPERING 35
AJ. COLOR 36	UPPERING 36
AK. COLOR 37	UPPERING 37
AL. COLOR 38	UPPERING 38
AM. COLOR 39	UPPERING 39
AN. COLOR 40	UPPERING 40
AO. COLOR 41	UPPERING 41
AP. COLOR 42	UPPERING 42
AQ. COLOR 43	UPPERING 43
AR. COLOR 44	UPPERING 44
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BF. COLOR 58	UPPERING 58
BG. COLOR 59	UPPERING 59
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BJ. COLOR 62	UPPERING 62
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BP. COLOR 68	UPPERING 68
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BU. COLOR 73	UPPERING 73
BV. COLOR 74	UPPERING 74
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CA. COLOR 78	UPPERING 78
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CH. COLOR 85	UPPERING 85
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CM. COLOR 90	UPPERING 90
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CP. COLOR 93	UPPERING 93
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CR. COLOR 95	UPPERING 95
CS. COLOR 96	UPPERING 96
CT. COLOR 97	UPPERING 97
CU. COLOR 98	UPPERING 98
CV. COLOR 99	UPPERING 99
AW. COLOR 100	UPPERING 100

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I hereby certify that this plan, specification or report was
 prepared by me or under my direct supervision and that I am
 a duly Licensed Architect Under the Laws of the State of
 Minnesota.

EYAN LARSON
 DATE: 30 OCTOBER 2023 REG. NO. 42532

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Revision Schedule		
Revision	By	When
1	REVISION	23-SEP-2024

KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	30 OCTOBER 2023
PROJECT	2315
A3.4	

EXTERIOR ELEVATIONS - AREAS F, G, H



EVAN LARSON
DATE 30 OCTOBER 2023 REG. NO. 42532

Revision Schedule		
Mission Number	Desired Date/Time	Revision Date

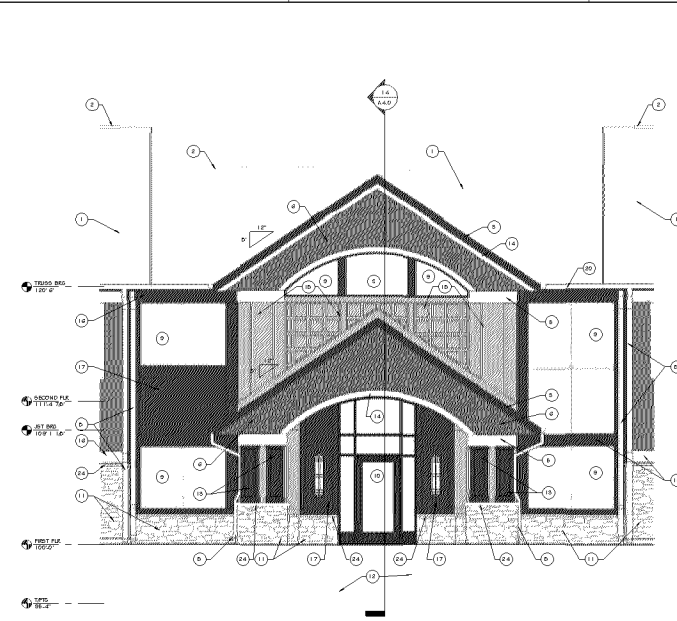
Revision Number	Revision Description	Revision Date
1	Added Item 4	25 Oct. 2020

DATE 30 OCTOBER 2023

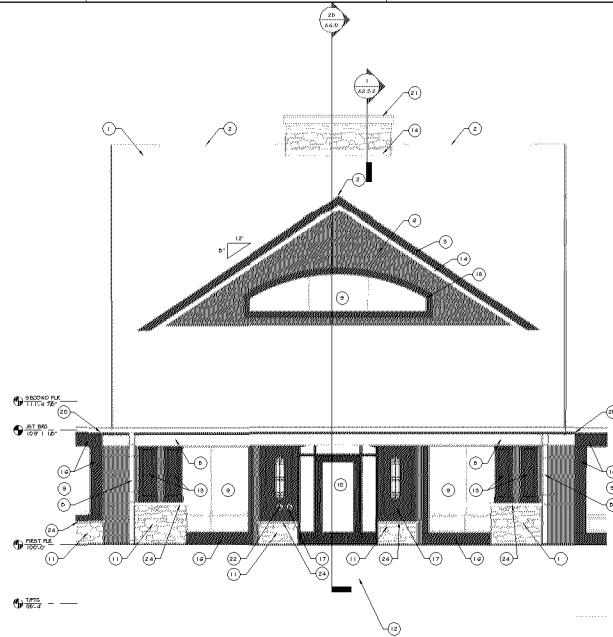
A3.5

GENERAL NOTES	
A. COLOR 1	UPPERING 1
B. COLOR 2	UPPERING 2
C. COLOR 3	PRIME TRIM, AND WINDOW W/ P-TRIM
D. COLOR 4	MOUL, COYNT, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

ELEVATION NOTES	
(1) SHINGLE ROOFING, TYPICAL	
(2) CONTINUOUS EDGE E-TRIM	
(3) PREFABRICATION METAL TRACK E-TRIM 4L TYPICAL	
(4) PREFABRICATION SIDING CHAIRS TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING	
(5) ENGINEERED WOOD TRIM - 1" (4" E-TRIM 5)	
(6) VINYL SHAKE SIDING E-TRIM 5)	
(7) PREFABRICATION METAL LAP SIDING 1) (COLOR 1)	
(8) PREFABRICATION METAL DOWNPOST AND FLASHING E-TRIM - COLOR TO MATCH ADJACENT SIDING	
(9) VINYL WINDOW SYSTEM W/ 80/20 WOOD TRIM E-TRIM 5) (SEE WINDOW SCHEDULE FOR SIZE)	
(10) ALUMINUM ENTRANCE SYSTEM	
(11) TWIN STONE VENEER (1/4" / 1/4" CAST STONE CAP)	
(12) STOOD, SEE STRUCTURAL	
(13) SQUARE COLUMN - ENGINEERED WOOD TRIM W/ WOOD PANEL, E-TRIM 4)	
(14) ENGINEERED WOOD TRIM - 5" (4" E-TRIM 5)	
(15) ENGINEERED WOOD TRIM - 5" (4" E-TRIM 4)	
(16) ENGINEERED WOOD TRIM - 1" (4" E-TRIM 4)	
(17) ENGINEERED WOOD PANEL W/ TRIM E-TRIM 4)	
(18) ENGINEERED WOOD PANEL W/ TRIM E-TRIM 2)	
(19) PREFABRICATION METAL LITTER E-TRIM 4)	
(20) PREFABRICATION METAL PAVING	
(21) ACCESSIBLE DOOR BUTTON, SEE ELECTRICAL	
(22) COORDINATED ROOF DENT AT VERTICAL AND ROOF	
(23) CAST STONE DILL	

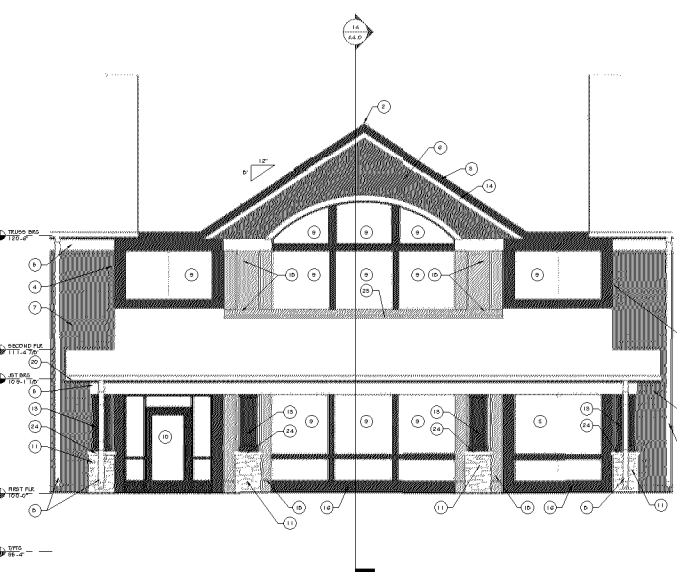


13 ENLARGED ELEVATION AREA G - NORTH
 1/4" = 1'-0"

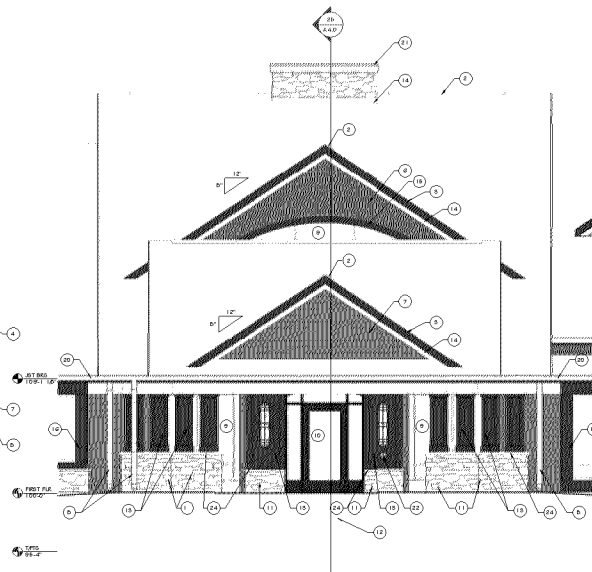


15 ENLARGED ELEVATION AREA J - EAST
 1/4" = 1'-0"

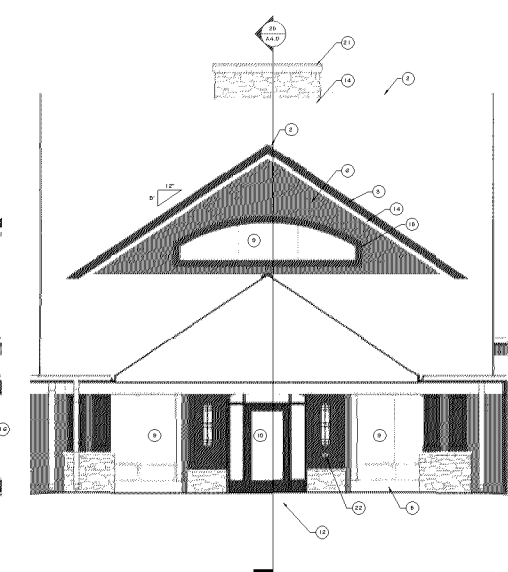
SEE 13A.5 & 13A.6 FOR ADDITIONAL INFORMATION



31 ENLARGED ELEVATION AREA G - SOUTH
 1/4" = 1'-0"



33 ENLARGED ELEVATION AREA J - WEST
 1/4" = 1'-0"



35 ENLARGED ELEVATION AREA J - WEST
 1/4" = 1'-0"

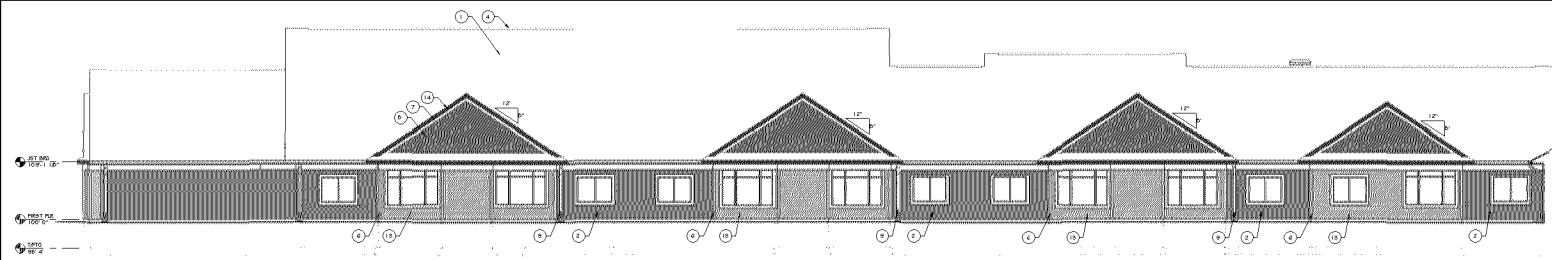
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Revision Schedule		
Revision Number	Revision Description	Revision Date

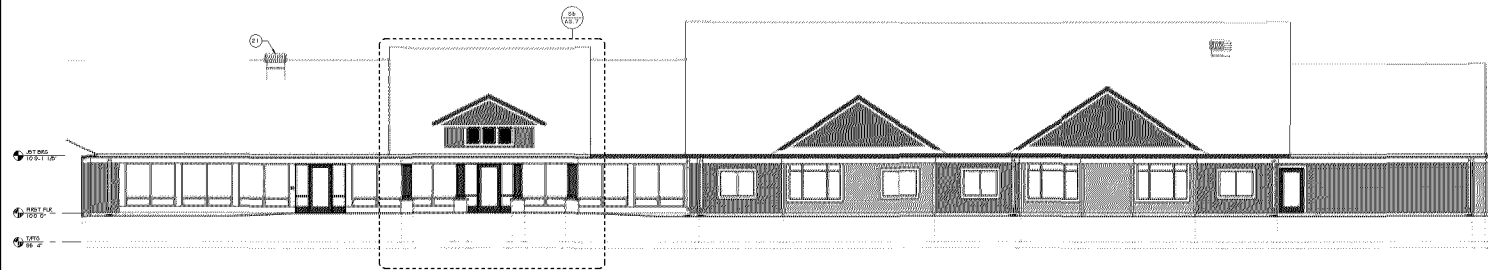
COUNTRY MANOR
 NEW FACILITY

BRainerd, MINNESOTA	
DATE	30 OCTOBER 2023
PROJECT	2315
A3.6	

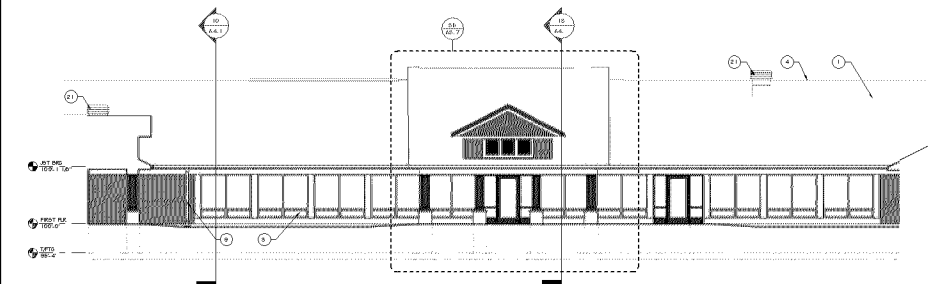
EXTERIOR ELEVATIONS - ENLARGED ELEVATIONS



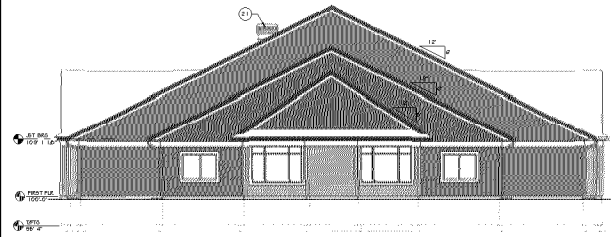
7 EXTERIOR ELEVATION - AREA M - EAST
 1/8" = 1'-0"



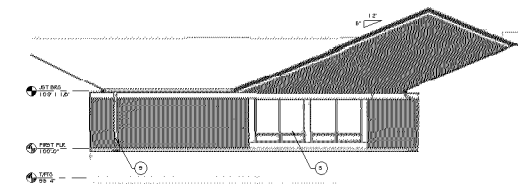
13 EXTERIOR ELEVATION - AREA M - WEST
 1/8" = 1'-0"



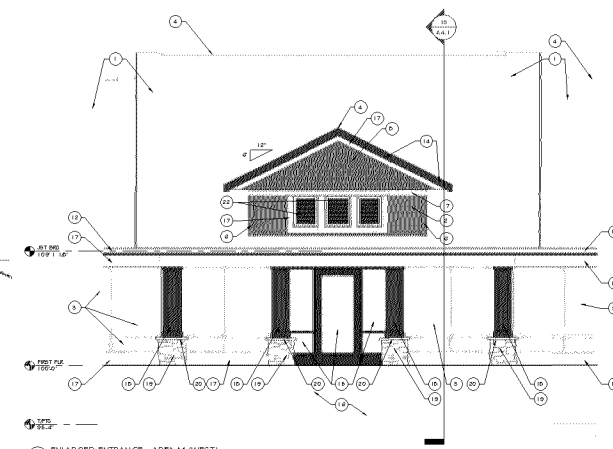
25 EXTERIOR ELEVATION - AREA L - SOUTH
 1/8" = 1'-0"



31 EXTERIOR ELEVATION - AREA M - SOUTH
 1/8" = 1'-0"



33 EXTERIOR ELEVATION - AREA K - SOUTH
 1/8" = 1'-0"



35 ENLARGED ENTRANCE - AREA M (WEST)
 1/8" = 1'-0"

GENERAL NOTES

A. COLOR 1	LAY DEMO 1
B. COLOR 2	LAY DEMO 2
C. COLOR 3	PIECE TRAIL AND WINDOW GRAY TRIM
D. COLOR 4	BLACK, ROOF, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

ELEVATION NOTES

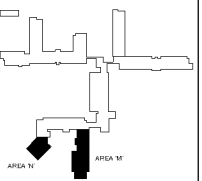
1. SINGLE ROOFING, TYPICAL.
2. PREFINISHED METAL LAP SIDING 1. EXCLUDE (1).
3. VINYL WINDOW SYSTEM.
4. CONTINUOUS RIDGE VENT.
5. PREFINISHED METAL ROOF. EXCLUDE (4), TYPICAL.
6. PREFINISHED SIDING CORNER TRIM. TYPICAL. COLOR TO MATCH ADJACENT SIDING.
7. END KNEEED WOOD TRIM - 8. 1/4" EXCLUDE (5).
8. VINYL SHAKE SIDING. EXCLUDE (5).
9. PREFINISHED METAL DOWNSPUT/FLASHBACK. COLOR TO MATCH ADJACENT SIDING.
10. NOT USED.
11. NOT USED.
12. PREFINISHED METAL GUTTER. EXCLUDE (4).
13. PREFINISHED METAL LAP SIDING. EXCLUDE (2).
14. END KNEEED WOOD TRIM - 8. 1/4" EXCLUDE (4).
15. ALUMINUM ENTRANCE SYSTEM.
16. STOODY, SEE STRUCTURAL.
17. END KNEEED WOOD TRIM - 11. 1/4" EXCLUDE (5).
18. END KNEEED WOOD PLAND W/ TRIM. EXCLUDE (4).
19. TRIM STONE VERTICAL. TRIM (1).
20. CHART STONE CAP.
21. MECHANICAL VENT, SEE MECHANICAL.
22. PREMANUFACTURED GABLE WALL LEV. 8. 2'4" x 8'0".

preliminary
 not a
 construction
 document

Revisions Schedule

Revision	By	Revised Date	Revised Description
1	RE: 02/04/21	02/02/2021	

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRainerd, MINNESOTA

DATE	30 OCTOBER 2023
PROJECT	2315
	A3.7

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	SHEDDING TRIM AND WINDOW W/HP TRIM
D. COLOR 4	RUSK, SCOTCH, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKES SIDING

ELEVATION NOTES	
1	SINGLE SIDING, TYPICAL
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1)
3	NOT USED
4	CONTINUOUS ROOF VENT
5	PRE-FINISHED METAL RUSK TRIM (COLOR 4), TYPICAL
6	PRE-FINISHED SCOTCH TRIM, TYPICAL, COLOR TO MATCH ADJACENT SIDING
7	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5)
8	VINYL SHAKES SIDING (COLOR 5)
9	PRE-FINISHED METAL DOWNSPUT/W/FLASHING - COLOR TO MATCH ADJACENT
10	LEFT PIVOTAL, SEE ELECTRICAL
11	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5)
12	PRE-FINISHED METAL GUTTER (COLOR 4)
13	PRE-FINISHED METAL LAP SIDING (COLOR 2)
14	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 4)
15	ALUMINUM ENTRANCE SYSTEM
16	STUDY, SEE STRUCTURAL
17	ENGINEERED WOOD TRIM - 1 1/2" (COLOR 5)
18	ENGINEERED WOOD PLANK W/ TRIM (COLOR 4)
19	TRIM STONE VENEER, FIN. 1)
20	CAST STONE DIAL
21	UNIT, SEE MECHANICAL
22	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 1 1/2" (COLOR 5)
23	MECHANICAL VENT, SEE MECHANICAL

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 808 Courthouse Square, St. Cloud, MN 56303
 (320) 255-0790
 www.gltarchitects.com

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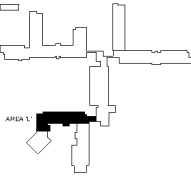
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EVAN LARIVIER
 DATE 30 OCTOBER 2023 P.E. NO. 42532

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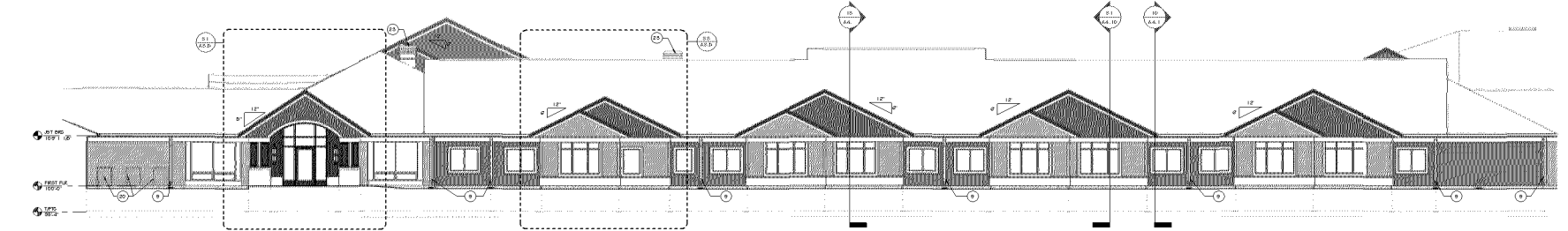
Revision Schedule		
Revision Number	Revision Description	Revision Date

KEY PLAN

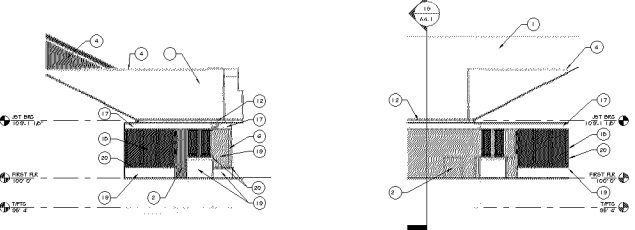


COUNTRY MANOR
 NEW FACILITY

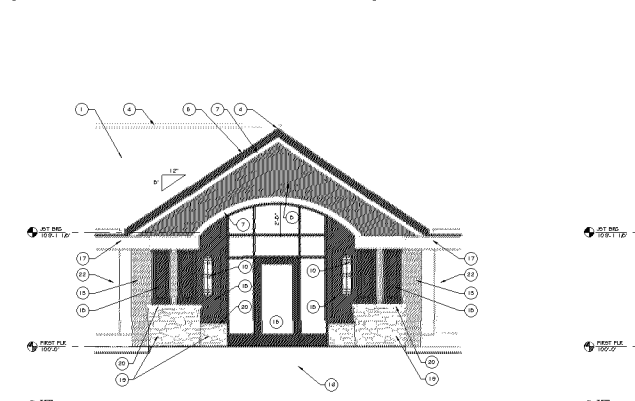
BRainerd, MINNESOTA	DATE 30 OCTOBER 2023
	PROJECT 2315
	A3.8



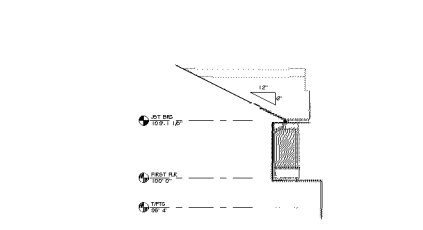
13 EXTERIOR ELEVATION - AREA L - NORTH
 1/8" = 1'-0"



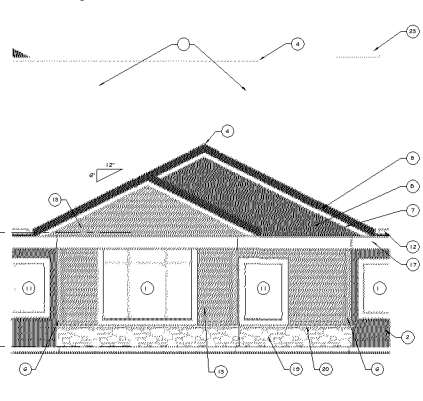
25 EXTERIOR ELEVATION - AREA L - EAST
 1/8" = 1'-0"



51 ENLARGED ELEVATION - L
 1/4" = 1'-0"



27 EXTERIOR ELEVATION - AREA L - EAST
 1/8" = 1'-0"



53 ENLARGED ELEVATION
 1/4" = 1'-0"

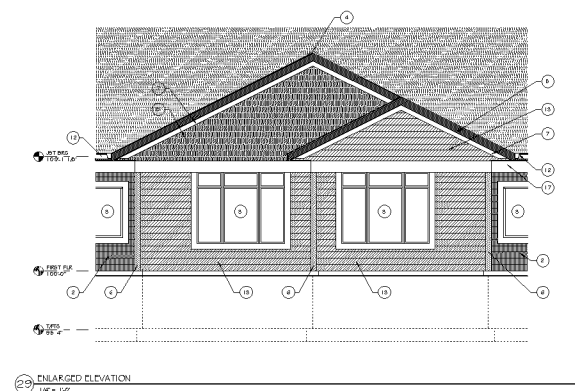
EXTERIOR ELEVATIONS - AREA L



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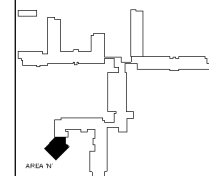
Architectural drawing of the exterior elevation of Area 14, East. The drawing shows a long, low building with a central entrance and a small gabled structure on the roof. Callouts include: 1. ROOF RISE 1:12, 2. FIRST FLOOR 1:100'0", 3. FLOOR 1:125'0", 4. ROOF RISE 1:12, 5. ROOF RISE 1:12, 6. ROOF RISE 1:12, 7. ROOF RISE 1:12, 8. ROOF RISE 1:12, 9. ROOF RISE 1:12, 10. ROOF RISE 1:12, 11. ROOF RISE 1:12, 12. ROOF RISE 1:12, 13. ROOF RISE 1:12, 14. ROOF RISE 1:12, 15. ROOF RISE 1:12, 16. ROOF RISE 1:12, 17. ROOF RISE 1:12, 18. ROOF RISE 1:12, 19. ROOF RISE 1:12, 20. ROOF RISE 1:12.



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Revision Schedule		
Revision Number	Revision Description	Revision Date

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRainerd, Minnesota

DATE	30 OCTOBER 2023
PROJECT	2315
A3.9	



City Council Agenda Request

MEETING DATE: February 3, 2025

TITLE OF ITEM: Conduct Public Hearing on Tax Abatement for Country Manor Brainerd Campus LLC; and Adopt Resolution Granting a Property Tax Abatement for Certain Property in the City and Approving a Tax Abatement Agreement with Country Manor Brainerd Campus LLC.

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 15 min

SUMMARY OF ISSUE:

At the January 6th, 2025 council meeting, the Council passed a resolution to hold a public hearing at the February 3rd, 2025 council meeting, at or after 7:30 regarding the tax abatement request from Country Manor Brainerd Campus LLC. The public notice is attached to the agenda request.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

An amended application for public financial assistance was submitted by The Foundation for Health Care Continuums for the Country Manor senior living campus with attached childcare facility. The developer initially applied for tax abatement assistance in January 2022 with a revised request submitted in fall/winter of 2023. The request in 2022 had been recommended by the EDA and granted by the City Council, was 45% of the City share of taxes related to the project over/up to 10 years. The updated request is for 65% of the City share of taxes over/up to 20 years.

Based on EDA discussions at the December 5, 2024 meeting, it was recommended the City consider granting the requested assistance as a blended structure of tax abatement assistance, providing a higher percentage in the earlier years and lesser percentage in later years with total assistance not exceeding the requested amount of \$1,200,000 for up to 20 years.

The proposed Tax Abatement Agreement between the City of Brainerd and Country Manor Brainerd Campus LLC is attached to the agenda request. It details the project and terms of the proposed tax abatement assistance. Additional information on the tax abatement analysis completed by Baker Tilly is also included in the council packet.

Section 3.6 still needs to be completed. Per Kennedy and Graven: "Additional language will be added to Section 3.6 to provide security to developer's lender, and so long as the final language that is added to this section is consistent with what is within the brackets, then there would be no need to go back to

Council for approval of this language." [PROVISION TO BE ADDED TO PROTECT DEVELOPER'S LENDER. The City cannot have the rights to not accept a foreclosure sale transfer.]

A draft resolution is attached that grants both tax abatement on the PID's 41330799, 41330800, and 41330803 (the "Abatement Property") and approves the tax abatement agreement.

RECOMMENDED ACTION/MOTION:

1. Conduct the public hearing to consider granting a property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, for 65% of the City's share of property taxes for the Abatement Property;
2. Adopt the proposed resolution granting a property tax abatement on the Abatement Property and approving a tax abatement agreement with Country Manor Brainerd Campus LLC.

FINANCIAL IMPACT:

Memo

To: Connie Hillman, James Kramvik, City of Brainerd

From: Mikaela Huot, Director, BTMA

Date: February 3, 2025

Subject: Updated Tax Abatement Revenue Projections based on Foundation for Health Care Continuums' Revised Request for Public Assistance for City Council Consideration

Executive Summary

The City of Brainerd (the "City") received an updated application for financial assistance through tax abatement from Foundation for Health Care Continuums (the "developer") related to the proposed construction of a 106-unit senior living campus with attached childcare facility (Country Manor project). The total development cost for the project is approximately \$49,335,000 and the estimated taxable value as provided through a range of potential valuations from the County is approximately \$18,830,566. The developer has applied for tax abatement assistance to offset a portion of the extraordinary costs associated with construction of the project. The developer's updated request for assistance is for 65% of the City's share of annual tax abatement revenues to equal \$1,200,000 for up to 20 years.

The developer initially applied for tax abatement assistance in January 2022 with a revised request submitted in fall/winter of 2023. The request in 2023 had been recommended by the EDA and granted by the City Council as 45% of the City share of taxes related to the project over up to 10 years. The updated request is for 65% of the City share of taxes over up to 20 years. Based on EDA discussions at the December 5, 2024 meeting, it was recommended the City consider granting the requested assistance as a blended structure of tax abatement assistance, providing a higher percentage in the earlier years and lesser percentage in later years with total assistance not exceeding the requested amount of \$1,200,000 for up to 20 years. The revised structure of tax abatement for consideration would include a blended 65% of the increased taxes above the existing pre-development base value for the City share with the following scale:

- i. Years 1-3: 100% City share
- ii. Years 4-17: 65% City, share
- iii. Years 18-20: 35% City share
- iv. Average blended percentage of participation is 65% over 20 years
- v. Total maximum abatement of City is \$1,200,000

Based on the taxable value of \$18,830,566 and the City's proposed payable 2025 tax capacity rate of 53.975%, the projected maximum term of the tax abatement assistance would 12 years.

Tax abatement is a financing tool the City may consider utilizing to provide cash flow assistance and close a funding gap for a project. All or a portion of the incremental taxes generated from the new development may be rebated back to the developer. Actual tax abatement amounts are subject to 1) generation of taxes by each participating entity and 2) approval by respective Board/Council. Terms of tax abatement assistance based on individual Board/Council approvals are included within a tax abatement agreement and provide for maximum

number of years and abatement amounts. Each taxing entity chooses to participate on its own following a public hearing that is noticed more than ten days prior to the public hearing.

Prior to granting a tax abatement, a finding is made to determine that the benefits gained equal or exceed the cost and that the granting of a tax abatement is in the public interest. There is not a statutorily required 'but-for test; however, many communities consider incorporating a determination that the project as proposed would not proceed without public assistance (meeting the "but-for" test) as well as consideration of increased market value of the property to be developed. When reviewing requests for financial assistance it is important to understand how the level of financial assistance would impact the ability of the project to proceed as proposed and maximize new value created on the current project site.

The City has asked that we prepare updated tax abatement revenue projections based on the developer's revised request for assistance, County review of estimated valuations, EDA review and updated timeline for development. The purpose of this memo is to provide a summary of the updated projected tax abatement revenues generated by the City based on the materials submitted in the application with an outline of the assumptions used to prepare the estimates provided below.

Tax Abatement Analysis

The following assumptions were used to estimate the projected tax abatement revenues:

- Total project area (3 parcels)
 - Parcel ID: 41330799
 - Parcel ID: 41330800
 - Parcel ID: 41330803
- Total estimated base value and original net tax capacity (assess 2024/pay 2025)
 - \$252,000 base value
 - \$3,174 original net tax capacity
- Estimated total taxable value and net tax capacity upon completion
 - \$18,023,766 residential rental values provided by County
 - 62 'standard' residential units with average value of \$159,802
 - 44 'high end' residential units with average value of \$184,456
 - 106 total residential units
 - \$806,800 commercial-industrial (Daycare)
 - \$18,830,566 total taxable value
 - \$240,683 estimated total net tax capacity
- Maximum term of tax abatement
 - Up to 20 years with one or two participating taxing entities
 - Up to 15 years with all three taxing entities
- Anticipated term of tax abatement based on initial review
 - ***Up to 20 years with 65% average pledged as scaled approach***
 - *Original request/recommendation was 45%*
- Construction commences in 2025 and completed in 2026
 - 100% assessed in January of 2027 for taxes payable in 2028
- Tax rates, class rates and future market values remain constant
 - Tax rates (proposed payable 2025)
 - City share: 53.975%
 - Class rates
 - 1.25% residential rental senior units
 - 1.5% first \$150,000 value and 2% value above \$150,000 for commercial-industrial (daycare)
 - 0% annual market value inflator

Tax Abatement Revenue Estimates

Tax Abatement Revenue Projections	
Total Estimated Taxable Value	\$18,830,566
Total Estimated Annual Abatement City Share of 100% (years 1-3)	\$128,927
Total Estimated Annual Abatement City Share of 65% (years 4-17)	\$83,802
Total Estimated Annual Abatement City Share of 35% (years 18-20)	\$45,124
Estimated Total Net Revenues over 20 years @ 65%	\$1,695,386
Developer Request for Assistance	\$1,200,000
Projected 'Surplus' Abatement Revenues – resulting in reduced number of years of assistance	\$495,386
Estimated Total Number of Years	13 Years

The developer has requested financial assistance that equates to 65% of annual City share tax abatement over 20 years and would be structured with 100% for the first 3 years, 65% for next 14 years and 35% for the remaining 3 years. This is also assuming no participation from the School District or County.

There is a statutory limit on the total amount of property taxes that may be abated by a political subdivision. The City's annual property tax abatement may not exceed (1) ten percent of the net tax capacity of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000, whichever is greater. We estimate the total City share of tax abatement from this project to be approximately \$128,927 (assuming 100% for the first 3 years). We recommend consideration for both existing abatements and potential future abatements as it relates to the City's maximum participation level on an ongoing basis. The abatement under consideration would account for approximately 8.7% of the total capacity. The City's 2023 adjusted taxable net tax capacity is \$11,083,664 allowing for the City's total tax abatement capacity of approximately \$1,108,366. The City has one existing tax abatement bond levy that would also be considered within the capacity, but well below any maximum thresholds.

Thank you for the opportunity to be of assistance to the City of Brainerd. Please contact me at 651-223-3036 or mikaela.huot@bakertilly.com with any questions or to discuss.

Projected Tax Abatement Report

City of Brainerd, Minnesota

Proposed Tax Abatement Assistance

Country Manor Senior Housing Project

Draft Abatement Revenues: up to 20 year term with \$18.8 million new taxable value

Annual Period Ending	Total Market Value ⁽¹⁾	Total Net Tax Capacity ⁽²⁾	Less: Non- Abated Net Tax Capacity ⁽³⁾	Retained Captured Net Tax Capacity	Times: Tax Capacity Rate ⁽⁴⁾	Estimated Annual Property Taxes	Maximum Tax Abatement City * 53.975%	Maximum Tax Abatement County *	Maximum Tax Abatement School *	Estimated Project Abatement
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
12/31/26										
12/31/27	0	0	0	0	53.975%	0	0	0	0	0
12/31/28	18,830,566	240,683	1,819	238,864	53.975%	128,927	100% 128,927	0%	0 0%	0 128,927
12/31/29	18,830,566	240,683	1,819	238,864	53.975%	128,927	100% 128,927	0%	0 0%	0 128,927
12/31/30	18,830,566	240,683	1,819	238,864	53.975%	128,927	100% 128,927	0%	0 0%	0 128,927
12/31/31	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/32	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/33	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/34	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/35	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/36	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/37	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/38	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/39	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/40	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/41	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/42	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/43	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/44	18,830,566	240,683	1,819	238,864	53.975%	128,927	65% 83,802	0%	0 0%	0 83,802
12/31/45	18,830,566	240,683	1,819	238,864	53.975%	128,927	35% 45,124	0%	0 0%	0 45,124
12/31/46	18,830,566	240,683	1,819	238,864	53.975%	128,927	35% 45,124	0%	0 0%	0 45,124
12/31/47	18,830,566	240,683	1,819	238,864	53.975%	128,927	35% 45,124	0%	0 0%	0 45,124
						\$2,578,540	65.75%	\$1,695,386	\$0	\$0

\$1,200,000 Maximum Tax Abatement

495,386 Surplus Tax Abatement

13 Estimated Number of Years

⁽¹⁾ Total estimated market value based on preliminary value estimate following review by County Assessor

very preliminary and subject to further review. Includes 0% annual market value inflator

⁽²⁾ Total net tax capacity based on residential rental class rate of 1.25% and commercial-industrial class rate of 1.5% first \$150,000 value and 2% value above \$150,000

⁽³⁾ Original net tax capacity based on existing land value

⁽⁴⁾ Local tax capacity rate for the City of Brainerd for proposed taxes payable 2025

RESOLUTION
XX:25

**RESOLUTION REVISING GRANT OF PROPERTY TAX ABATEMENT FOR
CERTAIN PROPERTY IN THE CITY AND APPROVING A REVISED FORM OF
TAX ABATEMENT AGREEMENT WITH THE FOUNDATION FOR HEALTH
CARE CONTINUUMS**

BE IT RESOLVED by the City Council (the "City Council") of City of Brainerd, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City has reviewed a proposal to construct and equip an approximately 106-unit senior living campus as part of a mixed-use development (the "Project") to be owned by Country Manor Campus Brainerd LLC, a Minnesota limited liability company (the "Developer"), the sole member of which is The Foundation for Health Care Continuums, a Tennessee nonprofit corporation, or an entity affiliated with or related thereto, to be located on approximately 54 acres of real property in the City identified as parcel identification numbers 41330799, 41330800, and 41330803 (the "Property"). The mixed-use development will include an attached daycare facility, which is not included in the definition of the Project, and on which no portion of the Abatement (as hereinafter defined) will be spent.

1.02. The City believes the Project will preserve and enhance the property tax base in the City and the State of Minnesota (the "State"), help create jobs in the City and the State, and provide access to services for residents of the City.

1.03. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act"), the Developer requested a property tax abatement on the Property in order to assist in financing a portion of the costs of the Project. The proposed abatement will apply to the Developer's share of real estate taxes which relate to the construction of the Project on the Property by the Developer and not to the real estate taxes on the Property that relate to the existing land value (the "Abatement").

1.04. Pursuant to Resolution 08:24, adopted by the City Council of the City on January 16, 2024 (the "Original Abatement Resolution"), the City approved a grant of property tax abatement for the Property and a form of Tax Abatement Agreement (the "Original Agreement") between the City and the Developer setting forth the terms and conditions under which the City will provide tax abatement assistance for the Project. The Original Abatement Resolution and the Original Agreement provided for proposed term of the Abatement of up to 10 years, in an amount not to exceed \$853,158. Since adoption of the Original Abatement Resolution, the Developer has requested an extension of the term and an increase in the amount of the Abatement of up to 20 years in an amount not to exceed \$1,200,000. The Original Agreement has not been executed by the parties.

1.05. The City and the Developer have caused to be prepared a revised form of Tax Abatement Agreement (the "Agreement") setting forth the updated terms and conditions under which the City will provide tax abatement assistance for the Project.

1.06. On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement, at which the views of all interested persons were heard and considered.

Section 2. Findings.

2.01. The recitals set forth above and in the Original Abatement Resolution are incorporated into this resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) based on representations of the Developer, the City believes that the development to be facilitated is not reasonably likely to occur absent the Abatement and (b) the long-term taxes collected from the Property after termination of the Abatement will exceed the amount of the Abatement provided to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because it is expected to result in the following public benefits:

(a) The Abatement will increase the City's tax base through the creation of an estimated \$18,830,566 increase in taxable market value for the Property;

(b) It will provide additional employment opportunities in the City and the State;
and

(c) It will provide access to services for residents of the City.

Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act.

3.02. Subject to the provisions of the Abatement Act and the execution of the Agreement as set forth in Section 4 hereof, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means 65% of the City's share of annual real property taxes received by the City with respect to the Property in an amount calculated in each tax-payable year as follows: the City's tax rate for such tax-payable year multiplied by the difference between the net tax capacity of the Property as improved by the Project as determined by the City in its sole discretion, as of January 2 of the prior year, less \$1,819 (i.e. the net tax capacity of the Property, as established by the County assessor on January 2, 2024, for taxes payable in 2025).

(b) The City will pay the Abatement in the amount, at the time, and in accordance with the terms and conditions set forth in the Agreement.

(c) In accordance with Section 469.1813, subdivision 8 of the Abatement Act, in no year shall the Abatement, together with all other abatements approved by the City under the Abatement Act and paid in that year exceed the greater of 10% of the net tax capacity of the City for that year or \$200,000 (the "Abatement Cap"). The City may grant other abatements permitted under the Abatement Act after the date of this resolution,

provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this resolution.

(d) In no event shall the total payments of the Abatement to the Developer exceed \$1,200,000 or continue to be paid for more than 20 years as set forth in the Agreement.

(e) The Abatement is subject to modification in accordance with the Abatement Act, subject to the terms of the Agreement.

(f) In accordance with Section 469.1815 of the Abatement Act, in each year during the term of the Abatement, the City will add to its levy the total estimated amount of current year Abatement granted under this resolution.

(g) The City makes no warranties or representations regarding the amount or availability of the Abatement.

Section 4. Agreement Approved.

4.01. The City believes that the development of the Project pursuant to the Agreement, and fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents. Those public purposes of the Agreement include providing employment opportunities in the City and the State, preserving and enhancing the tax base in the City and the State, providing access to services for City residents, and encouraging additional desired development in the City.

4.02. The City hereby approves the Agreement substantially in accordance with the terms set forth in the form presented to the City Council, together with any related documents necessary in connection therewith, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Agreement (collectively, the "Development Documents") and hereby authorizes the Mayor and the City Administrator to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

4.03. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

4.04. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions

as may be necessary on behalf of the City to implement the Development Documents.

Section 5. Effective Date. This resolution is effective upon execution in full of the Agreement.

Adopted this 3rd day of February 2025

MIKE O'DAY
President of the Council

Approved this 4th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF BRAINERD, MINNESOTA
AND
COUNTRY MANOR BRAINERD CAMPUS LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (SEL)
150 S 5th Street, Suite 700
Minneapolis, MN 55402

ARTICLE I	DEFINITIONS	2
Section 1.1	Definitions	2
ARTICLE II	REPRESENTATIONS AND WARRANTIES	4
Section 2.1	Representations and Warranties of the City	4
Section 2.2	Representations and Warranties of the Developer	4
ARTICLE III	UNDERTAKINGS BY DEVELOPER AND CITY	6
Section 3.1	Construction of Project and Reimbursement of Project Cost.....	6
Section 3.2	Limitations on Undertaking of the City.....	6
Section 3.3	Commencement and Completion of Construction	6
Section 3.4	Damage and Destruction	6
Section 3.5	Change in Use of Project.....	6
Section 3.6	Prohibition Against Transfer of Project and Assignment of Agreement	6
Section 3.7	Real Property Taxes.....	7
Section 3.8	Tax Abatement Program.....	8
Section 3.9	No Business Subsidy	9
Section 3.10	Legal and Administrative Expenses	9
Section 3.11	Records	10
ARTICLE IV	EVENTS OF DEFAULT.....	11
Section 4.1	Events of Default Defined	11
Section 4.2	Remedies on Default	11
Section 4.3	No Remedy Exclusive	12
Section 4.4	No Implied Waiver	12
Section 4.5	Agreement to Pay Attorney’s Fees and Expenses	12
Section 4.6	Release and Indemnification Covenants.....	12
ARTICLE V	ADDITIONAL PROVISIONS.....	14
Section 5.1	Insurance.....	14
Section 5.2	Conflicts of Interest	15
Section 5.3	Titles of Articles and Sections.....	16
Section 5.4	Notices and Demands	16
Section 5.5	Counterparts.....	16
Section 5.6	Law Governing	16
Section 5.7	Duration	16
Section 5.8	Provisions Surviving Rescission or Expiration	16
Section 5.9	Superseding Effect.....	16
Section 5.10	Recording.....	16
Section 5.11	Relationship of Parties.....	17
Section 5.12	Interpretation; Concurrence	17
Section 5.13	Data Practices	17

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the “Agreement”), made as of the ____ day of _____, 2025, by and between the CITY OF BRAINERD, MINNESOTA (the “City”), a municipal corporation and political subdivision of the State of Minnesota, and COUNTRY MANOR CAMPUS BRAINERD LLC, a Minnesota limited liability company (the “Developer”), the sole member of which is The Foundation for Health Care Continuums (the “Sole Member”), a Tennessee nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), .

WITNESSETH:

WHEREAS, the Developer has requested tax abatement assistance from the City in connection with the construction and equipping of a certain Project (as hereinafter defined) located within the City; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Program (as hereinafter defined) after a duly noticed public hearing held on February 3, 2025; and

WHEREAS, the City believes that providing financial assistance for the Project, and the fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, help create employment opportunities in the City and the State, help provide access to services for residents, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs shall have the meaning set forth in Section 3.10;

Affiliate means a corporation, partnership, association, limited liability company or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this Tax Abatement Agreement, between the City and the Developer, as the same may be from time to time modified, amended or supplemented, as provided by the terms of this Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Brainerd, Minnesota;

City Available Abatement means, on each Payment Date, the City Abatement generated in the preceding six (6) months with respect to the Development Property and remitted to the City by the County. Years 1-3 shall be calculated as 100% of City's share of City Tax Abatements, Years 4-17 as 65% of City's share of City Tax Abatements and Years 18-20 as 35% of City's share of City Tax Abatements, or such lesser amount as shall cause a cumulative total of \$1,200,000 over the term of the City Tax Abatement.

City Tax Abatements or Tax Abatements means blended 65% of the City's share of annual real estate taxes received by the City with respect to the Tax Abatement Property in an amount calculated in each tax-payable year as follows: the City tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Tax Abatement Property as improved by the Project as determined by the City in its sole discretion, as of January 2 in the prior year, less \$1,819 (i.e. the Net Tax Capacity of the Tax Abatement Property, as established by the City assessor on January 2, 2024, for taxes payable in calendar year 2025), then abated in accordance with the Tax Abatement Program;

Developer means Country Manor Campus Brainerd LLC, a Minnesota limited liability company, its successors and assigns;

Event of Default means any of the events described in Section 4.1;

Initial Payment Date means the date described in Section 3.8;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, Subdivision 21b, as amended;

Payment Date means _____;

Project means the construction and equipping of an approximately 106-unit senior living campus as part of a mixed-use development on the Tax Abatement Property to be owned and operated by the Developer. The mixed-use development will include an attached daycare facility, which is not included in the definition of the Project, and on which no portion of the City Tax Abatements will be spent;

Reimbursement Amount has the meaning set forth in Section 3.1(2) hereof;

Sole Member means The Foundation for Health Care Continuums (the “Sole Member”), a Tennessee nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, its successors and assigns;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Program means the actions by the City pursuant to the Tax Abatement Act and undertaken in support of the Project including without limitation this Agreement and the resolution of the City authorizing the City Tax Abatements and the findings of fact set forth therein;

Tax Abatement Property means the 54 acres of real property in the City identified as parcel identification numbers 41330799, 41330800, and 41330803;

Termination Date means the earliest of (i) February 1, 2048; (ii) any earlier date this Agreement is cancelled in accordance with the terms hereof; or (iii) the date the Reimbursement Amount is paid or deemed paid in full in accordance with the terms hereof;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City, with respect to its respective obligations only) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

- (1) The City is a municipal corporation and political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.
- (3) The City proposes, subject to the further provisions of this Agreement, to provide certain financial assistance to the Developer in connection with the construction and equipping of the Project (the "Project Costs"), as further provided in this Agreement.
- (4) The City makes no representation or warranty, either express or implied, as to the Tax Abatement Property or its condition, or that the Tax Abatement Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (1) The Developer has the power and authority to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of its organizational documents, or any local, state or federal laws.
- (2) The Developer is a Minnesota limited liability company, the sole member of which is the Sole Member. The Developer is validly existing and in good standing under the laws of the State and is authorized to do business in the State, and has full power to enter into this Agreement and carry out the covenants contained herein.
- (3) The Developer has or will obtain from the Sole Member fee title to the Tax Abatement Property and the Developer will construct the Project or cause the Project to be constructed thereon in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).
- (4) Before the Project may be constructed, the Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations.
- (5) The Project would not be undertaken by or on behalf of the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this

Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) To the knowledge of the undersigned, no City councilmember or officer of the City, will benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(8) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project, but only to the extent that the City and the Developer are not adverse parties to the litigation.

(9) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Tax Abatement Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Tax Abatement Project will be favored over the development of other properties.

(10) The total development costs of the Project are estimated to be approximately \$49,335,000 and the Project is economically feasible with the provision of the City Tax Abatements. The proposed development by the Developer hereunder would not occur but for the Tax Abatements being provided by the City hereunder.

(11) The Developer will comply with all City ordinances, rules and regulations relating to traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(12) The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages pursuant to Section 5.1 hereof.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Construction of Project and Reimbursement of Project Cost.

(1) The costs of the Project shall be paid by the Developer. The Developer will cause the Project to be constructed in accordance with the construction plans submitted to City (the "Construction Plans") and at all times prior to the Termination Date will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon completion of the Project in accordance with the Construction Plans as confirmed by the City by the issuance of a certificate of occupancy by the City, the City shall reimburse the Developer (over the term of this Agreement) pursuant to the terms of the Tax Abatement Program as provided in Section 3.8 in an amount calculated in accordance therewith (the "Reimbursement Amount"). In no event shall the Reimbursement Amount exceed \$1,200,000.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1 and 3.8, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Project Costs, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default unless and until such time as the Event of Default has been cured to the reasonable satisfaction of the City. Notwithstanding any other provisions of this Agreement, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Project Costs in an amount greater than \$1,200,000.

Section 3.3 Commencement and Completion of Construction. The Developer shall commence construction of the Project no later than June 30, 2025, and, barring Unavoidable Delays, shall complete the Project by December 31, 2026, subject to items that cannot be completed due to the time of year and upon issuance of a temporary certificate of occupancy. All work shall be in conformity with the Construction Plans. Nothing in this Agreement shall be deemed to impair or limit any of the City's procedures, rights or responsibilities under its zoning laws and policies.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project or cause the Project to be repaired or rebuilt. Alternatively, the Developer may refund all Tax Abatements received from the City prior to the event of damage or destruction, and thereafter, this Agreement shall terminate.

Section 3.5 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer or an Affiliate during the term of this Agreement. A failure to comply with this Section shall be an Event of Default in accordance with Section 4.1 hereof.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that, prior to the Termination Date, the Developer shall not transfer this Agreement, the Project or the Tax Abatement Property or any part thereof or any interest therein without the prior written approval of the City. The assignment and pledging by the Developer of this Agreement and the Reimbursement Amount to be received by the Developer over the term of this Agreement to the bond trustee as security for the holders of the conduit revenue bonds to be issued by the City to assist in the financing of the Project is hereby approved without further action from the City. Any transfer of this Agreement shall be to an Affiliate and the City shall be entitled to require as conditions to any such transfer approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement, the Project or the Tax Abatement Property.

(4) The Developer shall have paid all reasonable legal fees and expenses of the City, including fees of the City Attorney's office and outside counsel retained by the City to review the documents submitted to the City in connection with any transfer.

Provided, however, notwithstanding the foregoing provisions of this Section 3.6, the ownership of the Project may be transferred without City consent as a result of a foreclosure proceeding.....[PROVISION TO BE ADDED TO PROTECT DEVELOPER'S LENDER. The City cannot have the rights to not accept a foreclosure sale transfer.]

Section 3.7 Real Property Taxes. The Developer shall, so long as this Agreement remains in effect, pay or cause to be paid all real property taxes with respect to all parts of the Tax Abatement Property acquired, owned or leased by it which are payable pursuant to any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Tax Abatement Property (or part thereof) and until title to the property is vested in another person. The Developer further acknowledges that failure of the Developer to commence and complete the Project by the time set forth in Section 3.3 could reduce the amount of Tax Abatements below the Reimbursement Amount. The Developer agrees that for tax assessments so long as this Agreement remains in effect:

(1) That for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Tax Abatement Property and the Project. The Developer acknowledges that this obligation creates a contractual right

on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the City auditor. In any such suit, the City also be entitled to recover its costs, expenses and reasonable attorney fees.

(2) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Tax Abatement Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(4) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any State or federal law, of the ad valorem property taxation of the Tax Abatement Property so long as this Agreement remains in effect;

(5) Prior to the Termination Date, it will not cause a reduction in the real property taxes paid in respect of the Tax Abatement Property through: (i) willful destruction of the Project or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, take any action which will result in the Tax Abatement Property becoming exempt from real estate property taxes or transfer or permit transfer of the Tax Abatement Property to any entity whose ownership or operation of the property would result in the Tax Abatement Property being exempt from real estate property taxes under State law; and

(6) Prior to the Termination Date, it will not challenge the market value of the Tax Abatement Property with any governmental entity.

Section 3.8 Tax Abatement Program. The Tax Abatement Program shall exist for a period of up to 20 years.

(1) The City shall make the first payment of Tax Abatements to the Developer on the later of August 1, 2028 or the date that (A) the City has determined that the Project has been constructed in accordance with Construction Plans approved by the City in accordance with Section 3.3 hereof; (B) the Developer has submitted to the City paid invoices for the Project Costs; (C) the Developer has paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.10 hereof;

and (D) no Event of Default exists hereunder (the “Initial Payment Date”). From the Initial Payment Date and on each February 1 and August 1 thereafter (each a “Payment Date”) and continuing until the earlier of the date that the Developer shall have received the Reimbursement Amount or the Termination Date, the City shall pay the Developer the amount of the Tax Abatements actually received by the City from the City in the previous six-month period. The City may terminate the Tax Abatement Program and this Agreement at an earlier date if an Event of Default occurs and the City rescinds or cancels this Agreement as more fully set forth in Article V herein.

(2) The Developer acknowledges that it has not relied on any representations of the City, or any of their officers, agents, or employees, and has not relied on any opinion of any attorney of the City, as to the Federal or State income tax consequences relating to the Tax Abatement payments under this Section. The pledge of Tax Abatements is subject to all the terms and conditions of the Tax Abatement Program. The Tax Abatements are payable solely from and to the extent of the Tax Abatements actually received by the City, and nothing herein shall be construed to obligate the City to make payments from any other funds.

(3) The Developer acknowledges that the City shall in no event be obligated to make any payment of Tax Abatements under this Section to Developer unless and until (i) all ad valorem property taxes due and payable with respect to the Tax Abatement Property as of the applicable payment date have been paid in full and (ii) the City has received from the City or any other source as provided by law an ad valorem property tax distribution that includes all or any portion of the Tax Abatements.

(4) The Developer acknowledged that a failure to complete construction of the Project in accordance with the timelines set forth in Section 3.3 hereof constitutes an Event of Default and could reduce the amount of the Tax Abatements below the Reimbursement Amount.

(5) The Developer acknowledges that all estimates of Tax Abatements that have been prepared by or on behalf of the City have been done for the City’s use only and neither the City nor their consultants shall have liability to Developer if the actual Tax Abatements are less than the amounts estimated.

(6) The Developer further acknowledges that the total Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of August 1 and the following February 1) may not exceed the greater of \$200,000 or 10% of the City’s Net Tax Capacity for that tax-payable year (the “Statutory Cap”), all pursuant to Minnesota Statutes, Section 469.1813, Subdivision 8. The City reasonably expects that the Statutory Cap will not cause the Tax Abatements under this Agreement to be reduced; however, Developer acknowledges that, during the term of the Tax Abatement under this Section, if the total abatements payable by the City under the Tax Abatement Act in any year would exceed either of their respective Statutory Caps, the Statutory Cap is allocated first to any of the City’s existing abatement obligations as applicable, second to the Tax Abatements payable under this Agreement, and third to any other abatements granted after the date of

this Agreement.

Section 3.9 No Business Subsidy. The assistance granted to the Developer pursuant to this Agreement is not a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), because the assistance is for housing.

Section 3.10 Legal and Administrative Expenses. The Developer will pay the City’s Administrative Costs (as defined below) and must pay such costs to the City within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. The Developer and the City hereby acknowledge that the Developer has deposited \$10,000 with the City to be used towards Administrative Costs. Any unused amount of such deposit shall be returned to the Developer.

For the purposes of this Agreement, the term “Administrative Costs” means out of pocket costs incurred by the City together with staff and consultant (including reasonable legal, financial advisor, etc.) costs of the City, all attributable to or incurred in connection with establishing the Tax Abatement Program and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of other documents and agreements in connection with the Project. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Tax Abatement Property are required to be paid, as provided in accordance with the City’s planning, zoning, and building fee schedules.

Section 3.11 Records. The City, through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Developer relating to the Project. Such records shall be kept and maintained by Developer through the Termination Date.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

- (1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project or the Tax Abatement Property.
- (2) Failure by the Developer to cause construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- (4) If, prior to the Termination Date, the Developer shall:
 - (a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
 - (b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days:

- (1) The City may suspend its performance under this Agreement including, but not limited to, making payments hereunder, until it receives assurances from the Developer, deemed adequate by the City in its sole discretion, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may terminate this Agreement and the Tax Abatement Program and terminate the payment of Tax Abatements to the Developer.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy expressed conferred herein upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer, and the Developer's successors or assigns, releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and its governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby.

(3) The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the

Developer or its officers, agents, servants or employees or any other person due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Insurance.

(1) The Developer will provide and maintain at all times during the process of constructing the Project an All-Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the aggregate principal amount of the Tax Abatement Notes, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interests of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured party on the policy; and

(c) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(2) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City as an additional insured party.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(3) All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City, policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer, the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(4) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Project regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

A failure to promptly repair, reconstruct and restore the Project as required by this Section 5.1(4) will be considered an Event of Default under this Agreement and the City may suspend payments of the Tax Abatements under the Tax Abatement Program, or exercise any other remedies provided in Section 4.2 hereof.

(5) All of the insurance provisions set forth in this Section shall terminate on the Termination Date.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Tax Abatement Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. A notice, demand, warning or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to:

Country Manor Campus Brainerd LLC
c/o The Foundation For Health Care Continuums
520 1st Street NE
Sartell, MN 56377
Attn: []

- (2) in the case of the City is addressed to:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
Attn: Nick Broyles, City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.7 Duration. This Agreement shall terminate on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Tax Abatement Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Tax Abatement Property.

Section 5.10 Recording. The Developer shall record this Agreement and any amendments thereto with the County recorder within 90 days of execution thereof. The Developer shall pay all costs for recording. If the Developer fails to record this Agreement pursuant to this Section 5.10,

this Agreement shall become null and void.

Section 5.11 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

Section 5.12 Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 5.13 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Developer's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

IN WITNESS WHEREOF, the City and the Developer have each caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first written above.

COUNTRY MANOR CAMPUS BRAINERD
LLC

By _____
Its _____

This is a signature page to the Tax Abatement Agreement by and between the City of Brainerd, Minnesota and The Foundation For Health Care Continuums

CITY OF BRAINERD, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Tax Abatement Agreement by and between the City of Brainerd, Minnesota and The Foundation For Health Care Continuums

**NOTICE OF PUBLIC HEARING
TAX ABATEMENT
CITY OF BRAINERD, MINNESOTA**
NOTICE IS HEREBY GIVEN that the City Council (the "City Council") of the City of Brainerd, Minnesota (the "City") will meet at or after 7:30 p.m. on Monday, February 3 rd , 2025, in the City Council Chambers of City Hall, located at 501 Laurel Street in the City, to conduct a public hearing to consider granting a property tax abatement under Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Abatement Act"), for all or a portion of the City's share of property taxes for certain property located in the City (the "Property") to be developed by The Foundation For Health Care Continuums, a Tennessee nonprofit corporation, or an affiliate thereof or entity related thereto (the "Developer"). The Developer owns the Property and proposes to construct and equip thereon a mixed-use development consisting of an approximately 106-unit senior living campus and attached daycare facility (the "Project").

The Property consists of an approximately 54-acre site in the City, including the land described as property identification numbers 41330800, 41330803, and 41330799. Following the public hearing, the City Council will consider a resolution granting an abatement of all or a portion of the City's share of property taxes on the Property for a maximum amount of \$1,200,000 and a period of up to twenty (20) years.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the Project and the proposed abatements. In addition, interested persons may direct any questions or file written comments regarding the Project and the proposed abatements with the City Administrator at or prior to said public hearing.

Dated: January 11, 2025
BY ORDER OF THE CITY COUNCIL OF THE CITY OF BRAINERD, MINNESOTA
/s/ Nick Broyles
City Administrator
City of Brainerd, Minnesota
(Jan. 11, 2025)