CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, November 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: 2488 708 8335
Personnel and Finance Committee held: 2nd Floor Conference Room at 7:00 PM
Safety and Public Works Committee held: Council Chambers at 7:00 PM

Per MN Statutes 13D.02 Subd 1 Council Members may participate by interactive technology.

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

1. **Call To Order**

2. **Roll Call**

   ___K. Stunek ___ K. Yeager ___T. Erickson___K. Bevans___J. Czeczok ___G. Johnson___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**
   (Available upon request in the City Administrator's Office)

   B. **Approval of Minutes**

   C. **Department Activity Reports**

   D. **Approve MN Lawful Gambling Exempt Permit Application Submitted by CLC Foundation for an Event to be held on May 6, 2026 at 501 W College Dr**

   E. **Approve Special Event Application- Turkey Run**

   F. **Approval of Transfers of Funds**

   G. **Ratify Hiring Wyatt Andres as Police Intern**

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. Approval of Memorandum of Agreement (MOA) with Brainerd Public Utilities Managers and Supervisors Association Union clarifying Benefits and Policies for Supervisor Members

      2. Approve Memorandum of Agreement (MOA) with IUOE Street and Parks Divisions regarding Paid Family Leave (PFL)

      3. Approve Promotion of Brittney Kummet to HR Director Effective January 26, 2026

      4. Accept the Retirement of Police Records Management Technician Kimberly Marquart

      5. Approve Settlement Agreement with Teamsters (Police Sergeants and Lieutenant) Union regarding 2025 Floating Holiday and Juneteenth Holiday Payment

      6. Approve Revised Employee Policy Manual

      7. Approve Deferment of Assessments

      8. Discussion of Library Minnesota Department of Education (MDE) Grant

   B. **Safety & Public Works Committee**

      1. Discuss Service Line Reimbursement Request - 601 S. 9th Street

      2. Update on TH 210/Lum Park Pedestrian Bridge Funding

      3. Approve MnDNR Grant Application for Cuyuna Lakes State Trail - East Segment

8. **Unfinished Business**

   A. **Accept Resignation of Paul Sandy from the EDA (expires 2028) and Park Board (expires 2028) and Declare Vacancies on Both Boards**

   B. **Call for Applicants**

      Mayor Recommended: (terms to expire on 12/31 of said year)
      Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)
      Library Board-- **1 term** (Expire 2027)
      Public Utilities Commission—**1 term** (Expire 2028)
      Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)
      Council President Recommended: (terms expire on 12/31 of said year)
      Water Tower Committee—**2 terms**

C. **Approval of Updated Solar Development Agreement at Rotary Park**

D. **Continuance of Public Hearing and Consider Assessments for Improvement 23-16**

9. **New Business**

A. **Consider Hazardous Structure - 319 North 9th Street**

B. **First Reading - Proposed Ordinance 1597 - Amending City Code Section 1110 - Cannabis, Hemp, and Related Businesses**

C. **Discussion of a Community Pool with the YMCA**

10. **Staff Reports**
(Verbal: Any Updates since Packet)

11. **Mayor's Report**

12. **Council Member Reports**

13. **Adjourn**

14. **Council Communications**

A. **MN Housing Infrastructure Grant Letter**

B. **Coalition of Greater MN Cities Handouts**

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"

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.

Upon roll call the following Members were noted as present: Yeager, Erickson, Bevans, Czeczok, Johnson, 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 ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE AGENDA.

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 Reports**
D. **Approve MN Lawful Gambling Application for Exempt Bingo Submitted by St. Andrew's Catholic Church for an event to be held on March 21, 2026 and November 21, 2026**
E. **Adopt Wage Resolution and Ratify the July 1, 2024, through December 31, 2026, Collective Bargaining Agreement between the City of Brainerd and the Brainerd Public Utilities Managers and Supervisors' Association**
F. **Accept the Retirement of Water Crew Chief Jeff Innes effective December 2, 2025**
G. **Approve Surplus Items for Auction**
H. **Authority to Enter into Consulting Agreement with USI Consulting Group (USICG) for 2026- 2027 for Actuarial Services to Comply with Government Accounting Standards Board (GASB) Relating to Other Post Employment Benefits (OPEB)**

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

Public Forum

The Chair opened the public forum at 7:32 p.m.

No one came forward.

The chair closed the public forum at 7:32 p.m.

Council Committee Reports

Personnel and Finance Committee

Review Grant Application Policy (6 Month Review)

Committee Chair Johnson stated that the policy has only been exercised twice. The committee requested to review the policy again in twelve months. The policy still requires the application for the grant be brought forward to the City Council, but if there is a time sensitivity for application allows for bringing the grant to the Council for approval after applying.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONTINUE WITH THE CURRENT POLICY AS WRITTEN AND REVIEW THE POLICY AGAIN IN TWELVE MONTHS.

Public Utilities Director Hiring Update

Committee Chair Johnson stated that the hiring committee interviewed Mr. Sandy, it went well. He thinks that he will be an excellent addition to the Public Utility Department. Mr. Sandy negotiated these terms with Mr. Weldon and HR Director Schubert.

Member Czeczok reminded the Council what it was discussing 366 days prior to tonight's meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO RATIFY THE HIRING OF PAUL SANDY WITH THE FOLLOWING CONDITIONS: MR. SANDY'S DATE OF HIRE WILL BE TUESDAY, NOVEMBER 4, 2025, AND HE WILL BE PLACED ON STEP 5 OF THE PUBLIC UTILITIES DIRECTOR WAGE GRID WHICH IS EQUIVALENT TO $76.80 PER HOUR, IN RECOGNITION OF HIS PREVIOUS SERVICE WITH THE CITY OF BRAINERD, HIS VACATION ACCRUAL RATE WILL BE ADJUSTED TO REFLECT TOTAL LENGTH OF SERVICE; THEREFORE, EFFECTIVE UPON HIS REHIRE DATE, MR. SANDY WILL ACCRUE VACATION AT THE RATE APPLICABLE TO EMPLOYEES THAT HAVE COMPLETED SIX YEARS OF SERVICE WHICH IS 14 HOURS PER MONTH PER THE CITY'S VACATION POLICY, HE BE PROVIDED A ONE-TIME SIGNING BONUS IN THE GROSS AMOUNT OF $10,000 (SUBJECT TO APPLICABLE TAXES), PAID AT THE TIME OF HIS FIRST PAYCHECK AFTER EMPLOYMENT BEGINS. IF HIS EMPLOYMENT WITH THE CITY OF BRAINERD TERMINATES FOR ANY REASON PRIOR TO COMPLETING 24 MONTHS (2 YEARS) OF SERVICE, THE ENTIRE GROSS AMOUNT OF THE SIGNING BONUS MUST BE REPAID TO THE CITY OF BRAINERD, FINALLY TO ACCOMMODATE FOR A PREVIOUSLY SCHEDULED VACATION, HE WILL BE CREDITED WITH 40 HOURS OF VACATION LEAVE EFFECTIVE ON HIS HIRE DATE. MR. SANDY WILL NOT ACCRUE ADDITIONAL VACATION HOURS UNTIL THE POINT AT WHICH HE WOULD HAVE NORMALLY EARNED THE INITIAL 40 HOURS.

Approve 2026 Health Insurance Broker Agreement

Committee Chair Johnson stated that the broker has been very beneficial to the City. Their negotiations in the bidding process for 2026 saved the City approximately $150,000 in premium.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE RETAINING NORTH RISK PARTNERS AS OUR HEALTH INSURANCE BROKER FOR 2026 FOR THE BETTER HEALTH COLLECTIVE (FORMERLY SOURCEWELL) IN THE AMOUNT OF $27,000; FURTHER, TO APPROVE THE 2026 SERVICE AGREEMENT BETWEEN THE CITY OF BRAINERD AND NORTH RISK PARTNERS.

Accept Retirement of HR Director Schubert

Committee Chair Johnson stated that he had asked HR Director Schubert and City Administrator Broyles to review the organizational chart for the department. There were no recommended changes.

HR Director Schubert stated she will have been with the City for 37.75 years on the date of her retirement.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO ACCEPT THE RESIGNATION OF HR DIRECTOR KRIS SCHUBERT EFFECTIVE JANUARY 24, 2026; TO APPROVE THE UPDATED HR DIRECTOR JOB DESCRIPTION AS PRESENTED; AND TO AUTHORIZE STAFF TO CONDUCT AN INTERNAL HIRING PROCESS TO BACKFILL THE POSITION.

Authorization to Enter into Service Agreement with Utility Financial Solutions (UFS) for Rate Study

Committee Chair Johnson stated that Staff is adamant that they will get a better rate and service for rate payers if a rate study is done by a third party. He will trust their opinion.

Member Yeager asked about the frequency of the study.

Member Johnson stated that he believes it is best practice to conduct a study every two to three years.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE STAFF TO ENTER INTO AGREEMENTS WITH UFS AS PRESENTED, TO PREPARE FINANCIAL PLANS AND RATE DESIGN STUDIES FOR THE SANITARY (COLLECTION SYSTEM) AND STORM SEWER RATES.

Safety and Public Works Committee

Approve Change Orders - Improvement 24-07 - Lowell Elementary Safe Routes to School

Committee Chair Erickson stated that $11,900 is state aid eligible and will be covered by those funds. The other items, totaling $3,888 will be covered by WSB as it was a field construction and inspection issue.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE CHANGE ORDERS #1-3 FOR THE LOWELL SAFE ROUTES TO SCHOOL PROJECT IN THE AMOUNT OF $15,788 PAID FOR BY STATE AID AND WSB.

Discuss 2025-2026 Downtown Snow Removal Bid

Committee Chair Erickson stated that one bid was received, and it was approximately 20% higher than 2024-2025 season. Despite Park Board having some reservations about dedicating staff time to the parks, the committee feels it is a good opportunity to have the Parks crew perform downtown snow removal.

Member Czeczok stated that the committee was assured that the Parks staff will have the proper equipment. Change is always difficult. However, he will be a big supporter of staff completing the removal.

Member Yeager stated that Park staff will only be moving the snow into windrows, the Street department will remove the windrows.

Member Johnson asked if the Downtown District will still be assessed to the downtown properties. He also asked whether the windrows being in the middle of the street for 1-2 days after a snowfall has been addressed with downtown business owners. The downtown area is already congested with the bump outs leaving the windrows for an extended time is problematic. He questioned whether the service would be “special” if the windrows are being treated the same as the windrows in front of City Hall. Finally, he asked about the abutting sidewalks to City

properties like parking lots and whether the City will be assessing itself for removal along these properties.

Public Works Director Habighorst stated that the cost will be assessed to the downtown property owners. There will be significant cost savings by utilizing staff. The Parks staff will prioritize the sidewalks during every snowfall not just during significant snow events. Street staff will address windrows in downtown as time allows as their regular snow routes are critical.

City Engineer Dehn stated that the parking lot fund funds snow removal abutting City owned properties and is factored into the assessment rolls.

Member Johnson stated that he is generally risk averse, he would prefer to award the contract to a contractor with experience.

Mayor Badeaux stated that he doesn't prefer one method or the other, but is concerned about communicating this massive change with property owners and tenants.

Committee Chair Erickson asked whether the windrows downtown would be different from the current practice.

Public Works Director Habighorst stated that the private contractors removed the windrows.

City Engineer Dehn stated that the standard snow removal was calculated into the policy and offset from the special services district. The snow removal prior to business hours is a part of the special service. The Street Department will be unable to remove the windrows immediately as they will have their typical snow routes.

Member Yeager stated that most municipalities remove windrows at night.

Chair O'Day stated that there may be an opportunity for a hybrid service by paying a company to remove windrows at night.

Member Czeczok referenced the cost comparison for staff versus a contractor to complete snow removal. A number of business owners have complained about the cost. However, he agrees that this task could be very difficult. If snowfall is light there probably won't be a concern.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ASSIGN THE PUBLIC WORKS PARK CREW TO COMPLETE SNOW REMOVAL DOWNTOWN.

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

Approve Change Order #2 - Improvement 17-12 - Wright/10th Reconstruction Project

Committee Chair Erickson stated that the project is behind schedule. One of the issues is the temporary fire suppression fire lines. The contractor initially needed to purchase larger supply lines that actually were not needed.

Member Czeczok stated that we will own the unreturnable material with this change order. He is hopeful that the City can use the material or auction it off.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF $20,485.

Approve Change Order #2 - Improvement 21-13 - Beech/Oakridge Reconstruction Project

Committee Chair Erickson stated that the detour needed to be changed for Oak Street to avoid using 28th Street due to timing of the detour. The change order is for the additional cost of the signs.

Member Bevans asked for clarification on the additional cost for signage.

City Engineer Dehn clarified that the detour needed to be rerouted due to the condition of 28th Street. The amount of traffic that would be traveling along 28th would be concerning. It was not necessarily because the project was delayed.

Member Czeczok asked what happens if this item doesn't pass.

City Engineer Dehn stated that if the City does not approve the change order, it would likely lead to a contractor claim.

Member Johnson asked to clarify that the contractor would have to complete the work to make a claim.

City Engineer Dehn stated that the contractor in this case would be the traffic sign contractor, the work of placing the signs was completed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO APPROVE CHANGE ORDER #2 IN THE AMOUNT OF $14,365.

Upon roll call Members Yeager, Erickson, and Czeczok voted "aye". Members Bevans, Johnson, and O'Day voted "nay". Due to the tie, Mayor Badeaux voted "aye". The Chair declared the motion carried.

Approve Change Order #1 - Improvement 23-14 - Hawkins/Ronald/Joseph Resurfacing Project

Committee Chair Erickson stated that the change order is for revision to the watermain pipe materials and the replacement of the paving subcontractor.

Member Johnson asked if this decision could be delayed.

City Engineer Dehn stated that the contractor is close to completing the Hawkins portion. They are worried about the weather being conducive to paving. Staff will take direction from Council. The pavement work is expected in the next two weeks.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE CHANGE ORDER #1 IN THE AMOUNT OF $27,795.

Award Engineering Services Proposal - 2026 Resurfacing Projects

Committee Chair Erickson stated that there were four bids. Bolton and Menk and WSB scored well. Staff is recommending WSB as they came in about $13,000 below the second highest scored bidder.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD ENGINEERING SERVICES TO WSB & ASSOCIATES FOR THE 2026 RESURFACING PROJECTS IN THE AMOUNT NOT TO EXCEED $95,042.

Award Engineering Services Proposal - 2029 Oak Street Reconstruction Project

Committee Chair Erickson stated that Widseth included a corridor study with their RFP which resulted in a higher score. This is for engineering services only. The total project cost is estimated at $3.1 million.

Member Bevans stated that this is the fourth time that Oak Street has been redone since he's been on the City Council.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD THE PROPOSAL FOR ENGINEERING SERVICES FOR THE 2029 OAK STREET RECONSTRUCTION PROJECT TO WIDSETH IN THE AMOUNT NOT-TO-EXCEED $799,241.

Review Request for Reimbursement of Cost of Sanitary Sewer Service Replacement – 601 S. 9th Street

Committee Chair Erickson stated that the property owner is requesting reimbursement from the City for a portion of the repair that was done to the sewer main in order to repair a needed repair on his service line.

Member Czeczok stated that his intention is to determine the cost of the portion of the main that was replaced. To be fair, the City should pay for relative costs when repairs are made to our main.

Member O'Day stated that there is a risk of setting this precedent. He would like to see what the cost differential is.

Member Johnson stated he appreciates the motion, he was hoping that the City would pay for replacing part of the City's main when needed. The precedent may not be a bad thing, maybe the Council should consider a policy. The sewer fund would reimburse the small cost and benefit the entire system. He is interested to see what the cost is.

Member Czeczok asked whether it is a common practice to have to replace a portion of main when a service line is being replaced.

City Engineer Dehn stated that it depends on the situation. It is typical to replace a small portion of the main when they are making a repair to service lines.

Member Bevans stated that a resident on the Northside recently had his waterline replaced. The property owner needs to put the line out to the curb stop. While this is being completed, BPU comes out to replace the curb stop. The City should provide a similar service for the sewer line while the contractor has the street open. This is being overcomplicated, he presumes that staff already needs to approve the fix why not fix it right if it's needed.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO DIRECT STAFF TO MEET WITH THE PROPERTY OWNER AND CONTRACTOR TO DETERMINE THE COST ASSOCIATED WITH REPLACING THE SEWERMAIN PORTION OF THE PROJECT.

2026-2035 Capital Improvement Plan Report

Committee Chair Erickson gave an overview of the additions and updates to the capital plan since approval in August.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE 10-YEAR CIP WITH UPDATES.

Unfinished Business

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)
Library Board-- **1 term** (Expire 2027)
Public Utilities Commission—**1 term** (Expire 2028)
Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)
Council President Recommended: (terms expire on 12/31 of said year)
Water Tower Committee—**2 terms**

Adopt Resolution Awarding the Sale of General Obligation Bonds, Series 2025A; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment

Chris Hogan, Baker Tilly, gave an overview of the City's bond sale and outlook.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO ADOPT RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2025A; IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,275,000 FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT.

RESOLUTION 73:25

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

Final Reading- Proposed Ordinance 1592 — Text Amendment for an Accessory Greenhouse for a Cannabis Microbusiness and an IUP Amendment and Variance Request to Operate a Microbusiness at a Current Accessory Greenhouse at Yesterday's Gone - Parcel ID# 41241525

Community Development Director Kramvik gave an overview of the ordinance, IUP amendment, and variance for Yesterday's Gone.

Member Czeczok stated that he has had a number of calls concerning the potential odor.

Community Development Director Kramvik stated that conditions could be added for odor, though it is difficult to determine the extent of an odor.

Mayor Badeaux stated that the IUP could be revoked if concerns are raised once the business is in operation.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANACE 1592 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT ORDINANCE 1592.

ORDINANCE 1592

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

Member Yeager asked whether the greenhouse could return to use as a normal greenhouse if the cannabis business ceases operation.

Community Development Director Kramvik stated further clarification could be included.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND YEAGER, DULY CARRIED, TO APPROVE THE INTERIM USE PERMIT WITH THE FOLLOWING CONDITIONS: NO OUTDOOR STORAGE, INDOOR STORAGE SHALL BE LIMITED TO MATERIAL INCIDENTAL TO THE OPERATION OF A GREENHOUSE, CANNABIS PRODUCTS MUST BE GROWN INDOORS, THE INTERIM USE PERMIT AMENDMENT IS APPROVED FOR A PERIOD OF THREE (3) YEARS UPON APPROVAL BY CITY COUNCIL.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE VARIANCE REQUEST AS PRESENTED.

Consider Resolution for a Future Land Use Map Amendment and Final Reading - Proposed Ordinance 1593 - Rezoning from CN-2 (Contemporary Neighborhood 2) to GC (General Commercial) to Allow for an Office Building - 3424 Oak St

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBESR ERICKSON AND BEVANS TO ADOPT RESOLUTION AMENDING THE FUTURE LAND USE MAP DESIGNATING PARCEL 41290611 FROM MEDIUM-HIGH DENSITY TO COMMERCIAL.

RESOLUTION 74:25

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

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANACE 1593 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON TO ADOPT ORDINANCE

ORDINANCE 1593

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

Final Reading- Proposed Ordinance 1594 - Sign Ordinance

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANACE 1594 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO ADOPT ORDINANCE 1594.

ORDINANCE 1594

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

Final Reading- Proposed Ordinance 1595 — Amending Section 320 — Administrative Citations

Community Development Director Kramvik gave an overview of the ordinance.

The Chair opened the public hearing at 8:42 p.m.

No one came forward.

The Chair closed the public hearing at 8:43 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANACE 1595 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER TO ADOPT ORDINANCE 1595.

ORDINANCE 1595

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

Provide Direction on Contested Nuisance Assessments

Community Development Director Kramvik gave an overview of the contested nuisance assessments. Staff did not make a recommendation for each property as there were no attempts made by property owners to work with staff there was not an error made in the calculation of their assessments.

Member Johnson asked whether the problems have been fixed.

Community Development Director Kramvik stated that not all of the problems have been resolved.

Member Czeczok asked about the vacant registry.

Member Johnson stated that 1420 Quince has been an ongoing problem in excess of twelve years. That house is vacant and deserves to be on the registry.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND BEVANS, DULY CARRIED, TO UPHOLD THE NUISANCE ASSESSMENT TOTAL FOR CONTEST PROPERTIES 523 GROVE STREET, 1718 PINE STREET, AND 1420 QUINCE STREET.

Continuance of Public Hearing and Consider Assessments for Improvement 23-16

City Engineer Dehn gave an overview of the contested assessment. The contractor and Staff are working to fix the pavement problem as they are sensitive to the concerns. The result will be unknown until the next rainfall.

Member Johnson stated he is glad to hear that the problem is being addressed. He questioned how they can be sure that the fix will address the problem.

Member Czeczok asked about additional cost.

City Engineer Dehn stated that the extra cost will be born of the City.

Mayor Badeaux stated that this is a good example of if you see an issue, to come forward to the City. It is important to the City to address concerns.

The Chair continued the public hearing at 8:52 p.m.

No one came forward.

The Chair closed the public hearing at 8:52 p.m.

MOVED AND SECONDED COUNCIL MEMBERS YEAGER AND JOHNSON TO ADOPT THE RESOLUTION ADOPTING THE ASSESSMENT FOR PID 41350550.

Member Bevans cannot support assessing the property owner until it is known whether the fix is effective.

Member Czeczok clarified that Mr. Bevans just wants to wait to assess the owner until it is known if the issue has been resolved.

Member Bevans confirmed that he does not want to assess the homeowner until the resolution is absolute.

Member Czeczok clarified that the motion is to approve the assessment.

Attorney Langel stated that the owner has reserved his right to appeal. By approving the assessment, the City could take further steps to settle with the owner. The public hearing could be continued again.

Member Yeager stated that the assessment and the repair are not related. The City is now trying to assess him for his property's portion of the entire project.

Member Johnson stated that Mr. Bevans has convinced him, as the property has not had value added, which is the requirement to assess a property.

City Engineer Dehn clarified the assessment deadline to Crow Wing County.

Mayor Badeaux stated that he does want to be reassured that the fix was effective.

Member Yeager requested to rescind his motion.

Member Johnson agreed to allow rescinding the motion.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON TO WITHHOLD THE ASSESSMENT FOR PID 41350550 UNTIL THE ISSUE IS FIXED.

Upon roll call Council Members Yeager, Erickson, Czeczok, and Johnson voted “aye”. Members Bevans and O’Day voted “nay”. The Chair declared the motion carried.

Attorney Langel stated that the Council would need to hold over the public hearing to the next meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND JOHNSON, DULY CARRIED, TO HOLD OVER THE PUBLIC HEARING TO THE NEXT MEETING AND DIRECT STAFF TO WORK WITH THE PROPERTY OWNER AT PID 41350550 TO EQUITABLY ASSESS THE PROPERTY ONCE THE PROBLEM IS FIXED.

New Business

Revisiting Potential Organizational Changes with Appropriate Charter Language

Administrator Broyles gave an overview of the request.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS TO RESCIND THE MOTION MADE ON APRIL 7TH TO CEASE AND DESIST DISCUSSION OF MOVING PUBLIC UTILITY SERVICES TO PUBLIC WORKS.

Council Members Yeager, Erickson, Bevans, Czeczok, and O’Day voted “aye”. Member Johnson voted “nay”. The Chair declared the motion carried.

Adopt Resolution - Receive Feasibility Report and Call for Public Hearing on Improvement - Improvement 25-05 - Southeast Brainerd Reconstruction Project

City Engineer Dehn gave an overview of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR THE PUBLIC HEARING ON THE PROPOSED IMPROVEMENT TO BE HELD ON NOVEMBER 17TH, 2025 AT 7:30 P.M.

RESOLUTION 75:25

Upon roll call, Council Members Yeager, Erickson, Bevans, Czeczok, Johnson, and O’Day voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Staff Reports

Police Chief Davis invited trick or treaters to the Police Department on October 31st from 3-6 p.m.

Public Works Director Habighorst stated that the Annex proposal will be on the next Council agenda.

Community Development Director stated that the Planning Commission will be holding a public hearing for a Shoreland ordinance in December and considering an amendment to the Comprehensive Plan.

City Engineer Dehn stated that the M Street Outfall is progressing near Evergreen. The roundabout project is expected to be open by the end of the month. The delay in opening the street is due to MnDOT wanting to wait until the signage is installed.

HRA Director Charpentier stated that the City was successful in their application for streetscape grant for the Highway 210 project.

Administrator Broyles congratulated Paul Sandy on his hiring. He thanked everyone for the kind words in dealing with his mother's health issues. Finally, he will be attending the ICMA conference October 24th -29th.

Mayor's Report

Mayor Badeaux stated that it is a momentous occasion because he got to vote tonight. Finally, the Downtown Spooktacular is on October 24th from 11:00 a.m. to 1:00 p.m. Finally, he spoke with Member Stunek who asked him to have everyone keep him in our prayers as he is dealing with some health issues, he will be back.

Council Member Reports

Member Czeczok wished a happy belated birthday to Ms. Mary Koep. A cornerstone of our community, she turned 93.

Member Bevans stated that the Fire Department Open House was a hoot, it's not just for kids.

Member Yeager stated that the ARFF employee started today due to the retirement of a longtime employee Jim Wulf. The Airport will be celebrating Mr. Wulf's retirement on October 25th. The Director position has been advertised and already are receiving applications. He thanked Mr. Planzer for his hard work. The intent is to conduct interviews and be ready to offer the position in December. The government shutdown has a potential impact on the EAS announcement. The Experimental Aircraft Association (EAA) did a kids aviation day offering free airplane rides to children. Finally, the EAA has been restoring a 1933 Longster which will be hung in the foyer of the Airport. The City has been partnering with companies to make this happen and Mr. Planzer has been instrumental getting the project funded.

Member Johnson wished Chair O'Day a Happy Birthday and offered Administrator Broyles the opportunity to sing to him as Jim Thoreen used to sing.

Adjourn

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

The Chair adjourned the meeting at 9:22 p.m.

Nicholas W. Broyles
City Administrator

RECREATION REPORT

- Job post/Hire warming house attendants
- Job post/Hire hockey officials
- MNRPA conference
- Volunteers to coach youth pond hockey
- Clean out concessions
- Sharpen skates at all warming houses
- Get warming houses ready for the season-organize, signs prepared, forms, order materials-first aid, ext.

PARKS MAINTENACE REPORT

- Fabricating retrofit of BBBA batting cages
- Winterized all park irrigation lines and buildings (campground, dump station, splash pad etc.)
- Took down tennis and pickleball frames and nets
- Still working on warming house renovations for new rink at Jaycees
- Taking inventory of supplies need for spring
- Installing rubber flooring at Jaycees
- Swapped out all banners downtown summer to winter themes
- Purchasing all lights for City Hall tree
- Switching over equipment to winter implements
- Finished washing out all garbage cans and stored
- Removed sunscreens from beach and stored
- Removed boat landing dock and fishing pier dock from Lum Park
- Repairing equipment and ordering parts
- Painted interior doors at Jaycees
- Winterized downtown water truck
- Leveled sand at Lum Park beach

New Sign at Lions Park at Buffalo Hills:

Park Volunteer Day – Brainerd Credit Union

- Brainerd Credit Union took Columbus Day to donate their time to the city of Brainerd Parks and Recreation.

STREETS & SEWER

- Fall sweeping
- Jetting of annual sanitary sewer lines
- Run operation checks of snow removal equipment
- Remove planters and bike rack from downtown
- Take flags down from historic water tower

ENGINEERING DIVISION

Beech/Oakridge Reconstruction Project

Work on this project continues to progressing towards having the project completed to a level where curb and gutter and the first lift of pavement is placed on the entire project. Roughly half of the curb, pavement, and new sidewalk is placed on the south half of the project. The contractor is continuing towards completing the work on the north end over the remaining portion of this week. It is anticipated that the contractor will only be able to finish the first lift of pavement before the weather is prohibitive and the asphalt plants are closed. The final cleanup and surfacing would be completed in early 2026.

Wright/10th Reconstruction Project

Landwehr has completed construction of curb and gutter and the first lift of paving on the west half of Wright Street. Final grading is being completed on Wright Street between 10th and 13th Streets, which will be followed by curb and gutter, then the first lift of asphalt pavement. After meeting with the contractor, is has been discussed that it is in our best interest to not begin work on the 10th Street portion of the project, as it is likely with the likely weather conditions in November that the quality of the product would be undesirable. The final lift of pavement would intended to be placed after work on 10th Street is complete to prevent marring up of the final surface.

TH 371B/Willow Roundabout Project

Work on this project is generally complete, and the intersection re-opened to traffic once the remaining signage is in place. The contactor was provided a punch list of items to complete before final acceptance. It is likely that the contract will be held over winter until final turf establishment and any other acceptance items are completed.

Hawkins-Ronald-Joseph Resurfacing Project

The contractor has completed the replacement of the hydrants and isolated curb and gutter segments for drainage issues. Further, staff directed the contractor to bring in additional gravel base as it was evident after the pavement was removed that large areas did not have the expected gravel base section that would provide a base for the pavement. Final paving is anticipated to occur before the end of the week (after the Council packet is published). At this time, with the end of season and necessary gas line relocations, it is expected that the Joseph/Ronald/alley portion of the project will occur in Spring 2026.

TH 210/Washington Street Reconstruction Project

MnDOT has prepared plans to the 100% stage. An updated cost estimate will be put together and cooperative agreements with grant funding and allocations will be prepared and presented to the Council in the upcoming few weeks. It is anticipated that the project is let in January 2026.

M Street Storm Sewer Outfall Repair Project

The contractor has installed the storm sewer pipe and structure from the river to the connection, under the sanitary interceptor main. Multiple issues occurred during construction that staff and WSB, in coordination with the contractor, were able to address on the fly and continue the project to completion this fall. It is expected that the final work will occur shortly and a final pay request presented to the Council for approval.

Library Exterior and Mechanical Repairs Project

The contractor is completing the remaining work in the planned project. Staff will perform a final walkthrough with the contractor to determine if any punch list items remain. A final pay request to close out the project will be presented to the Council once those items are complete.

Police Department Exterior Repairs Project (2024)

The contractor is complete with window and door replacement. Staff will be performing a walk through with the contractor to develop a final punch list. Once

all punch list items are complete, staff will review for final acceptance and contract close out.

TRANSIT DIVISION

Ridership Growth:

- September 2025 ridership is **14% higher than September 2024**.
- September 2025 ridership is **22% higher than September 2023**, representing an **average annual growth of approximately 10.5% per year**.
- Some routes, particularly in the P.M. , are reaching capacity, resulting in occasional ride denials.

Scheduling & Technology:

- New software, Spare, continues to optimize scheduling, helping increase ridership and improve accessibility.
- The Spare rider app has grown to a steady 20% user base, allowing riders greater independence.

Fleet Update:

- The newest bus, equipped with our first fat tire bike rack, has been put into service.
- Bike racks increase accessibility and support multimodal transit, allowing riders to combine biking and bus travel.

Contractor Performance:

- Ongoing collaboration with Blue Sky to address performance items, including customer service improvements.

November 3, 2025

HR DIRECTOR REPORT

In this report:

- Union Negotiations
- Wellness Committee
- Benefits
- Personnel
- Public Utilities Director

Union Negotiations

At the October 20th Council meeting, the inaugural Collective Bargaining Agreement (CBA) between the City of Brainerd and Brainerd Public Utilities Managers and Supervisors Association Union was approved. Staff will begin calculating backpay for the four employees that were covered under that CBA.

Staff will be providing the City Council with an Memorandum of Agreement (MOA) with the IUOE Street and Parks Division Unions regarding the new MN Paid Family Leave law. The MOA clarifies that the Paid Family Medical Leave premium will be split 50/50 between the employer and employee.

Wellness Committee

The Wellness Committee will be hosting our annual Chili Cookoff on November 12th from 11:30 am - 1:30 pm at the Fire Department. Employees are encouraged to sign up to provide a chili for that date. Each chili will be voted on and the winner will receive the chili cookoff trophy as well as bragging right for the year!

Benefits

At its October 6th meeting, the City Council approved the Better Health Collective's 2026 health insurance quote with an average 3% increase which includes a 15% rate cap for our 2027 renewal. This action was recommended by our broker and the Employee Health Insurance Committee.

Our 2026 Open Enrollment benefits election period will start on November 4th and end on November 14th. Our brokers will provide a presentation regarding our benefits on Tuesday, November 4th starting at 10:00 am. An email with the link to attend virtually will be distributed that morning. Staff has provided the Council and the Commission with their 2026 health insurance election form and requested that they be returned to HR Director Schubert or payroll staff by November 14th.

Personnel

New Hires/Promotions for City/HRA/Airport:
Jessica Ruehling - Promo to Assistant Manager of Admin. (10/03)
Brock Reynolds - HRA Housekeeper (10/20)
Patrick Nelson - Airport ARFF/Operations (10/20)
Paul Sandy - Public Utilities Director (11/04)
Wyatt Andres - Police Intern (10/15)

Farewell to:
Kathryn Segler - HRA Admin Assistant (10/16)
James Wulf - Airport ARFF/Operations (10/31)
Jeffery Innes - Water Crew Chief (12/2)

Current Job Opportunities:
Human Resource Director/Internal Posting - One application was received. This will be discussed at the November 3rd Council meeting.

Airport Manager - Posting closed on October 24th.

Police Officer - Interviews scheduled for November 5th.

Paid on-call Firefighter - Three applicants were given a conditional job offer and are going through the pre-employment testing. A second round of interviews are scheduled for November 6th.

Billing Representative/Internal Posting - Three applications were received. Staff are going through the interview process.

HRA Housing Admin Spec - Posting is open until filled.

HRA ROSS Resident Services Coordinator - Posting is open until filled.

Crosby HRA Maintenance Engineer - Posting is open until filled.

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

Public Utilities Director

One individual was interviewed on October 16th for our Public Utilities Director position. Mr. Paul Sandy was offered and accepted the position. The Public Utilities Director Work Group and City Administrator Broyles recommended his hiring at the October 20th City Council Meeting. Mr. Sandy will be starting with the City on November 4th.

Brainerd Fire Department Monthly Report

October 2025

October marks National Fire Safety Month, and the Brainerd Fire Department was fully engaged in promoting this year's theme: “Charge into Fire Safety.”

Our fire prevention efforts this month were exceptionally successful, resulting in over 2,000 positive fire safety interactions across the community.

CO/Smoke Alarm Program - We would like to especially commend Fire Captain Rosier and his crews for their outstanding work on the annual CO/Smoke Alarm Awareness Program. The crews successfully conducted nearly 60 awareness visits throughout our coverage area. During these visits, they replaced old batteries, installed new smoke and CO alarms where needed, and provided essential, life-saving fire safety education.

These visits underscored the critical need for this program:

- The oldest smoke alarm replaced dated back to 1985, indicating it was overdue for replacement by over 30 years.
- Several residences were found to have no working CO and/or smoke alarms in place.

This proactive approach directly mitigates risk and enhances community safety.

Our Annual Fire Department Open House was another tremendous success. We estimate that between 500 and 600 people visited the fire station to meet our firefighters, tour the facility, and engage with our various public safety partners. It was a wonderful opportunity to build trust and educate families directly.

In conjunction with the Open House and the Alarm Program, our firefighters maintained a strong presence in area schools, delivering our core fire safety message to hundreds of students, contributing significantly to our overall interaction total.

Brainerd Fire Department Monthly Report

October 2025

October continued a trend of higher than past call volume. We remain dedicated to maintaining rapid response times for all incidents.

A significant portion of our call volume continues to be responses to activated smoke and CO alarms, many of which are false alarms that could be mitigated through routine maintenance. We continue to stress three key maintenance points in all our public interactions:

- Change smoke alarm batteries at least once per year.
- Replace smoke alarms entirely every 10 years.
- Replace CO alarms every 5-7 years.

We have had another busy month for professional development and training, ensuring our team is prepared for a variety of complex scenarios:

- Aircraft Incidents: We continued our focus on specialized emergency response with extensive Aircraft and Airport Familiarization training.
- Pumping Operations: Training included detailed refreshers and drills on pump and drafting operations.

- Electrical Safety: We were fortunate to receive excellent Electrical Safety Training provided by Brainerd Public Utilities (BPU). This inter-departmental collaboration is invaluable and highly appreciated.
- Professional Development: Several firefighters on our Command staff attended the MN State Fire Chief's Association Annual Conference in Duluth.

- Chief Holmes and Deputy Chief Cox participated in the CWCSO's annual "All Teams" training at Trout Lake Camp. Chief Holmes assisted with evaluating the exercise and Deputy Chief Cox participated as a UAS operator. This is another example of the department's great relationships with our public safety partners.

We look forward to a successful transition into the winter months and maintaining our commitment to the safety of our community.

INSPECTIONS	
Fire Alarm	41
Fire Pump	2
Hood Suppression	23
Commercial Kitchen Exhaust	9
5 Year Sprinkler	3
Sprinkler System	36

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	5
Hazardous Condition	6
Service Calls (Includes Alarm Checks)	50
Good Intent Call	5
Alarm Activation	20
TOTAL	92
Type of NFIRS Incident (National Fire Incident Reporting System)	**City of Brainerd Total Incidents**
Fire	3
Rescue & Emergency Medical Service	5
Hazardous Condition	5
Service Calls (Includes Alarm Checks)	31
Good Intent Call	3
Alarm Activation	11
TOTAL	57

Brainerd Fire Department Monthly Report

October 2025

With winter coming soon, we want to remind everyone about Crow Wing County Alert.

Your safety is our top concern – that's why the City of Brainerd has teamed up with Crow Wing County to make sure you know about emergencies and incidents as they happen.

How Does It Work?

The process begins when the City of Brainerd issues a message about a potential safety hazard, snow emergency, or other concerns. Next, a message from Crow Wing County Alert will be sent through your primary contact path. If you don't confirm receipt of the message, the system will try to reach your second contact path and continues trying to reach you until you confirm receipt.

The success of this service relies on ***YOU***. ***Having your latest contact information is the only way to ensure that we can contact you in an emergency.***

Please sign up at https://member.everbridge.net/index/892807736729514#/signup – it only takes about a minute to enroll!

RECEIVED
OCT 20 2025
CITY OF BRAINERD
ADMINISTRATION

SPECIAL EVENT APPLICATION

Date of Application: _____

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event:
- ☐ Event – City Parking Lot
- ☒ Event with Street Closure
- ☐ Event – City Park
- ☐ Other _____

Name of event: Shriners Turkey Run

Organizer Information

Organizer's Name: Radzimaan Shrine Club

Organizer's Address: 1420 Mary Street

Event Contact Person: Keith Johnson

Event Contact Daytime Phone: 218-851-5095

Event Contact E-mail Address: KidTrucker2020@gmail.com

Contact Name/Number Day of Event: Keith Johnson

For Profit/Nonprofit Status (type): Non Profit

Applicant information (if different from the event organizer):

Applicant Name: _____

Applicant Address: _____

Applicant Phone: _____

Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
11-27-25	08:00 AM	11:00 AM	Nat. Guard Armory/Lovecraft ST.

☐ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

Event locations *(all dimensions are parking lot usable space estimates)*:

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

5K Run - 1 Mile Walk - See Map

Site Information

Electrical usage ☐ Yes ☐ No

Describe the type of equipment to be used and how you intent to supply the power:

Amplified Sound ☒ Yes ☐ No

Describe any recording and sound amplification equipment to be used in your event along with the times:

Microphone and Speakers for announcements 0800 - 1000

Restrooms provided ☒ Yes ☐ No

If yes, how many 4 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: National Guard Armory
(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers ☒ Yes ☐ No

Describe the signs, banners, posters, flyers and the locations:

Start/Finish Line

Trash Receptacle Disposal ☒ Yes ☐ No

Company contracted for trash receptacle disposal: National Guard Armory

Additional Event Information

Please provide a layout of the event showing booths, tents, staging, amusement, food, etc and provide a street map or park map showing the borders of the event.

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A $100/day security deposit is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

Wright ST - Starting at South 10TH ST., Continuing East past 13TH ST.

Date and time for beginning of street closures: 11-27-25 @ 0800

Date and time for reopening of streets: 11-27-25 @ 1000

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian flow along sidewalks). Additional pages may be attached.

No Businesses will be affected, they will be Closed.
No Houses along the proposed Street Closure.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of $1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Signature of Applicant

Keith Johnson

Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many events. Please note that it is *not* necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All events must have all permits and fees paid and approved prior to the start of the event*

The Event Planner is responsible for providing the following (as needed) information:

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	X			May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 | admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 | parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 | engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 | planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 | police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 | fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 | www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 | www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 | www.dot.state.mn.us

Thiesse Rd.
Thiesse Dr.
SE 13th St.
45
S Inner County C
S 11th St
Thiesse Dr.
Wright St.
Madison St.
Industrial Park Rd SW
Wright St.
S 47th St
S 44th St

Event Application Approval

The event as described above is approved subject to any conditions noted on this form or otherwise set forth by the City of Brainerd.

_____ _____

City Administrator Date

Approval Conditions:

Coordinate with Engineering Department regarding the route. 218-828-2307

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approval of Transfers of Funds

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER:

ESTIMATED TIME (MIN): N/A

SUMMARY OF ISSUE:

Transfer From	Transfer To	Amount
Parking Lot Fund	Streets Fund - Downtown Snow Removal Costs	$13,869.03
Parking Lot Fund	Construction Fund - Downtown Special Services	$3,999.09
SCDP Grant Fund	Local Income Revolving Loan - Fiscal Year Local Income	$3,354.72

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The amount budgeted in the Parking Lot Fund for Snow Removal and Downtown Special Services was $29,000 and $1,700 respectively.

RECOMMENDED ACTION/MOTION: Athorize the transfer of funds.

FINANCIAL IMPACT:

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Ratify Hiring Wyatt Andres as Police Intern

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): N/A - Consent

SUMMARY OF ISSUE: Staff conducted the hiring process for our 2025 Fall Police Intern position. We had 2 candidates apply and have offered the Internship to Wyatt Andres. Staff is requesting that the City Council ratify the hiring of 2025 Fall Police Intern Wyatt Andres effective October 15, 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff applied for and was granted the Sourcewell's Internship Reimbursement Program for our Fall Police Intern. Sourcewell's program will reimburse the City up to $15 per hour for Mr. Andres employment.

RECOMMENDED ACTION/MOTION: Consent Calendar: Approve the hiring of Wyatt Andres as our 2025 Fall Police Intern effective October 15, 2025, at $21.90 per hour.

FINANCIAL IMPACT: Unknown - Depends on hours worked.

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approval of Memorandum of Agreement (MOA) with Brainerd Public Utilities Managers and Supervisors Association Union clarifying Benefits and Policies for Supervisor Members

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): 2 Minutes

SUMMARY OF ISSUE: We discovered an issue after the new Public Utilities Department Managers and Supervisors Association union contract was signed. The union contract includes some benefits/work policies; however, the contract also dictates that items not addressed in the contract, will be subject to the Employee Policy Manual (EPM). That works well for the Division Managers as they are already called out separately; however, the EPM specifically addresses non-union supervisors, not union supervisors, for items such as work schedules, life insurance, and HCSP contributions.

When this was brought to the Union's attention, they requested that we utilize a formal MOA to rectify this issue. Basically, the MOA provides where the EPM references non-union supervisors, it shall apply to supervisors covered by the CBA, unless specifically addressed in the union contract. Attached is a MOA drafted by our City Attorney and approved by the Union to correct this issue.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to approve the attached Memorandum of Agreement with the Public Utilities Department Managers and Supervisors Association to clarify benefits for union supervisors as presented.

FINANCIAL IMPACT: N/A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the City of Brainerd ("City") and the Brainerd Public Utilities Managers and Supervisors' Association ("Union"). The City and the Union are collectively referred to herein as the "Parties," and each individually as a "Party."

WHEREAS, the City and the Union are parties to the 2024-2026 collective bargaining agreement ("CBA") governing the terms and conditions of employment for certain employees in the Brainerd Public Utilities Department; and

WHEREAS, Article 6 of the CBA provides that the City has the right to establish reasonable work rules and personnel policies, and that such work rules and personnel policies apply to the members of the bargaining unit represented by the Union unless superseded by the terms of the CBA; and

WHEREAS, the City has adopted an Employee Personnel Manual ("EPM") that generally applies to all City employees except to the extent that the EPM conflicts with applicable law or collective bargaining agreements; and

WHEREAS, certain provisions of the EPM expressly state that their application is limited to certain categories of City employees, including "non-union supervisory employees," which would not include members of the bargaining unit represented by the Union; and

WHEREAS, the City and the Union desire to clarify the application of certain provisions of the EPM to members of the bargaining unit represented by the Union.

NOW, THEREFORE, the parties hereto have agreed as follows:

1. **Application of Certain Provisions of the EPM to Members of the Bargaining Unit Represented by the Union.** The Parties agree that the following provisions of the EPM applicable to "non-union supervisory employees" are also applicable to members of the bargaining unit represented by the Union:

    a. Article 7, pertaining to the Salary Administration Plan;
    b. Section 9.03, pertaining to Hours of Work;
    c. Section 10.01, pertaining to Overtime Hours;
    d. Section 12.02, pertaining to Resigning;
    e. Section 17.02, pertaining to Sick Leave/ESST;
    f. Section 18.02 and Exhibit B, pertaining to Life and LTD Insurance; and
    g. Article 19, pertaining to participation in the HCSP.

2. **Effective Date and Duration.** The Parties agree that this MOA shall be effective retroactively to July 1, 2024. The Parties further agree that this MOA shall remain in effect until the ratification of a successor CBA.

3. **Equal Drafting.** In the event any party asserts that a provision in this MOA is ambiguous, this MOA must be construed to have been drafted equally by the parties.

4. **Choice of Law and Severability.** This MOA shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOA found to be invalid, illegal or unenforceable shall not render this MOA void or unenforceable. If any particular provision of this MOA shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this MOA to allow this MOA and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

5. **Entire Agreement.** This Memorandum of Agreement contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document. No party has relied upon any oral statements or promises that are not set forth in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid unless they are in writing and signed by both parties.

6. **Voluntary Agreement.** The parties acknowledge that they have read the foregoing Agreement and by signing below affirm that they fully understand and voluntarily agree to be bound by its terms and conditions.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands the date and year affixed below.

FOR THE CITY OF BRAINERD	FOR BRAINERD PUBLIC UTILITIES AND SUPERVISORS' ASSOCIATION
Nicholas W. Broyles, City Administrator	Charles Gammon
Date:	Date: 10/29/2025

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approve Memorandum of Agreement (MOA) with IUOE Street and Parks Divisions regarding Paid Family Leave (PFL)

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): 2 Minutes

SUMMARY OF ISSUE: A new MN law will create a state-wide mandatory paid family and medical leave insurance program beginning January 1, 2026. The LMC advised cities that many labor experts feel there is a negotiation obligation to establish the 50% employer-50% employee premium split for represented employees for this new program. Either at the bargaining table or via email, Staff contacted our union representatives to inquire if they wanted to negotiate this premium split. The IUOE Union representing our Street and Parks Divisions provided a MOA template from the Union's attorney. Our employment attorney reviewed and modified the MOA. In addition, Staff met with IUOE union representatives on September 29th to discuss the MOA and their questions regarding applicable PFL benefits. Attached are the agreed upon MOA's signed by Union representatives. In addition, information has been included in our revised Employee Policy Manual that will also be considered at the November 3, 2025, Council meeting regarding our PFL policy.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Union representatives were informed that the City plans to utilize MetLife to administer our private PFL plan and the premium that will be charged will be .79% instead of .88% imposed for the State-administered plan. By state law, we must submit our private PFL plan to the State by November 10th for consideration that includes the premium split.

RECOMMENDED ACTION/MOTION: Motion to approve the Paid Family Leave MOA with the IUOE Street and Parks Divisions as presented.

FINANCIAL IMPACT: N/A

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE J. GROVER, President
MARK J. POTHEN, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer

RYAN P. DAVIES
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

Memorandum of Agreement

This Memorandum of Agreement is entered into between the City of Brainerd, Minnesota, (hereafter "Employer") and the International Union of Operating Engineers Local No. 49 (hereafter "Union").

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement in effect January 1, 2024. through December 31, 2026 (the "Collective Bargaining Agreement"), which governs the terms and conditions of certain employees in the Street Division of the Employer's Public Works Department; and

WHEREAS, the parties have agreed to negotiate the Employer and Employee Minnesota Paid Family and Medical Leave ("PFML") premium contribution rate, which are effective January 1, 2026, or such other date as required by Minnesota law;

NOW THEREFORE, the Employer and the Union agree to the following:

1. Pursuant to Minn. Stat. § 268B.14, the Employer agrees to pay fifty percent (50%) of the PFML premiums for all regular employees represented by the Union for the duration of the Collective Bargaining Agreement, and the employees agree to pay the remaining fifty percent (50%) of the PFML premiums, payable through a wage deduction by the Employer.

2. Qualifying employees are not required to exhaust their accrued vacation and/or sick leave and/or compensatory time prior to applying for or receiving PFML benefits offered or granted by the plan administrator, whether the State of Minnesota or the private administrator, responsible for providing such PFML benefits.

3. Qualifying employees may use certain paid benefits such as accrued vacation, accrued sick time, and/or accrued compensatory time as "supplemental benefit payments" during PFML to allow employees the option to receive up to, but not to exceed, a full salary continuation during their leave.

4. While an employee is on PFML and receiving supplemental benefit payments, they shall be entitled to accrue all vacation, sick, holiday, and/or any other benefit time as provided in the Collective Bargaining Agreement.

5. While an employee is on PFML and receiving supplemental benefit payments, he/she is entitled to holiday pay for all observed holidays as if such employee was not on leave.

6. This Memorandum of Agreement shall remain in effect until December 31, 2026, or until a successor Collective Bargaining Agreement has been ratified by the parties.

7. Nothing in this Memorandum of Agreement shall be deemed to establish a precedent or practice, or to alter any established past practice or precedent arising out of or relating to the CBA. Except with regard to the interpretation and application of this Memorandum of Agreement, no Party may introduce this Memorandum of Agreement in any proceeding as evidence of any practice or precedent.

8. This Memorandum of Agreement shall be construed to have been drafted equally by the Parties.

All other provisions of the Collective Bargaining Agreement between the Employer and the Union will remain unchanged.

This Memorandum of Agreement represents the complete and total agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this _____ day of_____, 2025.

NAME OF EMPLOYER	I.U.O.E Local No. 49
_____	_____
Nicholas W. Broyles	Todd E. Djonne
City Administrator	Business Representative
_____	10-27-25
Date	Date

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
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Memorandum of Agreement

This Memorandum of Agreement is entered into between the City of Brainerd, Minnesota, (hereafter "Employer") and the International Union of Operating Engineers Local No. 49 (hereafter "Union").

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement in effect January 1, 2024. through December 31, 2026 (the "Collective Bargaining Agreement"), which governs the terms and conditions of certain employees in the Park Maintenance Division of the Employer's Public Works Department; and

WHEREAS, the parties have agreed to negotiate the Employer and Employee Minnesota Paid Family and Medical Leave ("PFML") premium contribution rate, which are effective January 1, 2026, or such other date as required by Minnesota law;

NOW THEREFORE, the Employer and the Union agree to the following:

1. Pursuant to Minn. Stat. § 268B.14, the Employer agrees to pay fifty percent (50%) of the PFML premiums for all regular employees represented by the Union for the duration of the Collective Bargaining Agreement, and the employees agree to pay the remaining fifty percent (50%) of the PFML premiums, payable through a wage deduction by the Employer.

2. Qualifying employees are not required to exhaust their accrued vacation and/or sick leave and/or compensatory time prior to applying for or receiving PFML benefits offered or granted by the plan administrator, whether the State of Minnesota or the private administrator, responsible for providing such PFML benefits.

3. Qualifying employees may use certain paid benefits such as accrued vacation, accrued sick time, and/or accrued compensatory time as "supplemental benefit payments" during PFML to allow employees the option to receive up to, but not to exceed, a full salary continuation during their leave.

4. While an employee is on PFML and receiving supplemental benefit payments, they shall be entitled to accrue all vacation, sick, holiday, and/or any other benefit time as provided in the Collective Bargaining Agreement.

5. While an employee is on PFML and receiving supplemental benefit payments, he/she is entitled to holiday pay for all observed holidays as if such employee was not on leave.

6. This Memorandum of Agreement shall remain in effect until December 31, 2026, or until a successor Collective Bargaining Agreement has been ratified by the parties.

7. Nothing in this Memorandum of Agreement shall be deemed to establish a precedent or practice, or to alter any established past practice or precedent arising out of or relating to the CBA. Except with regard to the interpretation and application of this Memorandum of Agreement, no Party may introduce this Memorandum of Agreement in any proceeding as evidence of any practice or precedent.

8. This Memorandum of Agreement shall be construed to have been drafted equally by the Parties.

All other provisions of the Collective Bargaining Agreement between the Employer and the Union will remain unchanged.

This Memorandum of Agreement represents the complete and total agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this _____ day of_____, 2025.

NAME OF EMPLOYER	I.U.O.E Local No. 49
_____	_____
Nicholas W. Broyles	Todd E. Djonne
City Administrator	Business Representative
_____	10-27-25
Date	Date

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approve Promotion of Brittney Kummet to HR Director Effective January 26, 2026

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator, Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Nick Broyles, City Administrator, Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: The Council recently accepted HR Director Schubert's retirement notice and authorized Staff to conduct an internal hiring process. One application was received from HR Assistant Brittney Kummet. Staff recommends promoting Ms. Kummet to the HR Director position effective January 26, 2026, at Step 1 of the HR Director Wage Grid ($55.17 per hour). In addition, Staff requests that Council authorize Staff to begin the hiring process to backfill the HR Assistant position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The promotion effective date currently does not provide for overlap as HR Director Schubert's last working day is Friday, January 23, 2026.

RECOMMENDED ACTION/MOTION: Motion to approve the promotion of Brittney Kummet to the HR Director position effective January 26, 2026, at Step 1 of the HR Director Wage Grid ($55.17 per hour); further, to authorize Staff to begin the hiring process to backfill the HR Assistant position.

FINANCIAL IMPACT: The wage adjustment will be included in the 2026 budget.

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Accept the Retirement of Police Records Management Technician Kimberly Marquart

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Ms. Kimberly Marquart submitted her retirement notice on October 23, 2025. Ms.Marquart's expected last working day in the office is November 7, 2025. She plans to draw down her accruals with her last paid date being December 4, 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept the retirement of Kimberly Marquart effective December 5, 2025; further to authorize staff to backfill the Police Records Management Technician position.

FINANCIAL IMPACT: n/a

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approve Settlement Agreement with Teamsters (Police Sergeants and Lieutenant) Union regarding 2025 Floating Holiday and Juneteenth Holiday Payment

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator, Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The Teamsters Union brought to our attention that they felt all union members should have received backpay for the 2025 Juneteenth holiday even though two employees had already utilized both of their floating holidays. This was a gray area as the item wasn't addressed in the arbitrator's award. After discussions with Union representatives, a settlement agreement was reached that all members would be paid for the 2025 Juneteenth holiday (June 19, 2025) and that any member that had already utilized both floating holidays, would be required to switch the last floating holiday to vacation hours. Attached is a formal Settlement Agreement that contains those provisions.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With respect to Juneteenth holiday, the Arbitrator Finkelstein's Award was received on September 3, 2025, and stated: "The Employer's Position is accepted with the modification that employees will have the option of converting the paid Juneteenth into a 2nd paid floating holiday by declaring their preference in writing by January 1st of each year. Employees who select the above option will not receive an additional 8 hours of holiday pay for Juneteenth."

RECOMMENDED ACTION/MOTION: Motion to approve the attached Settlement Agreement with the Teamsters Union representing the Police Sergeants and Lieutenant addressing payment for the 2025 Juneteenth holiday.

FINANCIAL IMPACT: The impact is a result of the interest arbitration award.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the City of Brainerd, Minnesota (hereinafter "Employer") and Teamsters Local 346 (hereinafter "Union"). The Employer and the Union shall be collectively referred to herein as "the Parties."

WHEREAS, the Parties have entered into a Collective Bargaining Agreement ("CBA") governing the terms and conditions of employment of certain employees of the Employer for the period of January 1, 2025 through December 31, 2027; and

WHEREAS, the Parties submitted a labor contract dispute to interest arbitration before Arbitrator Phillip Finkelstein (BMS Case No. 25-PN-0773), resulting in an Arbitrator's Award, dated September 3, 2025; and

WHEREAS, a disagreement has arose between the Parties regarding the implementation of the Arbitrator's Award as it relates to floating holidays and Juneteenth for 2025;

WHEREAS, Parties desire to resolve this dispute rather than proceeding through the grievance process or the unfair labor practice process.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and sufficient consideration, the Parties agree as follows:

1. **Payment of Holiday Pay for Juneteenth 2025.** The Employer shall pay eight (8) hours of holiday pay to all bargaining unit members for Juneteenth 2025. The Employer shall further pay holiday pay pursuant to Article 11.2 of the CBA to all bargaining unit members who worked on June 19, 2025. This payment will be processed in the payroll following the execution of this Agreement.

2. **Reduction of Accrued 2025 Floating Holidays and Exchange of Accrued Vacation for Previously Used 2025 Floating Holiday for Certain Bargaining Unit Members.** Consistent with the Arbitrator's Award, the City shall adjust the 2025 floating holiday bank of any bargaining unit member with two (2) accrued 2025 floating holidays as of the execution of this Settlement Agreement to one (1) floating holiday. Any bargaining unit member who has used two (2) floating holidays in 2025 prior to the adoption of this Settlement Agreement shall have their accrued vacation reduced by ten (10) hours.

3. **Waiver of Grievance and Unfair Labor Practice Charge.** The Union hereby waives any right to file a grievance or an unfair labor practice charge related to the matters set forth herein.

4. **Not Precedent Setting.** The parties agree that this Agreement shall not be considered precedent setting, constitute a past practice, or be used as evidence in any arbitration or any other type of hearing involving the Employer, the Union, or any bargaining unit member, other than in a proceeding to enforce this Agreement.

5. **Mutual Drafting.** This Agreement is the result of negotiations between the Parties and, accordingly, shall not be construed for or against any party, regardless of which party drafted any the Agreement or any portion thereof. The Agreement shall for all purposes be deemed to have been mutually drafted.

6. **Responsibility for Costs.** Each party shall be responsible for its own costs, expenses, and any attorney fees associated with this Agreement and any related matters.

7. **Severability.** The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions in this Agreement will not in any way be affected or impaired thereby.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the matters set forth herein. No party has relied upon any oral statements or promises that are not set forth in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all Parties.

By signing this Agreement, the parties hereto acknowledge and admit that they have read this Agreement. They further acknowledge that they fully understand and agree to the terms and implications of this Agreement and have had a full opportunity to obtain such advice as necessary with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Settlement Agreement on the dates indicated by their respective signatures.

UNION

Date: 10/24/2025

Jesse Smith

Jesse Smith, Recording Secretary

EMPLOYER

Date: _____

_____

Nicholas W. Broyles, City Administrator

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approve 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 2025 MN Legislative Session. Staff has reviewed and modified our Employee Policy Manual (EPM) to incorporate those changes as well as some policy changes recommended by Department Heads. Below is a listing of the main changes:

- Minnesota Wage Disclosure Protection Law.
- Improper Deduction and Overpayment Policy.
- Changes to Minnesota's meal and rest break laws.
- Minnesota Paid Leave/Minnesota Paid Family Medical Leave.
- Updates to ESST language.
- Updated FMLA language and how MNPL will run concurrently with FMLA.
- Recommended technology updates.

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:

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

FINANCIAL IMPACT: n/a

Adopted: (insert new date)

Employee Policy Manual

City of Brainerd

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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 polices 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 pubic 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).

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

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

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

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 ESST, 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 Compensation

Full-time employees of the city will be compensated according to schedules adopted by the City Council. An employee's performance will be a factor in determining their pay in accordance with the city's adopted classification and compensation plan. Unless approved by the Council, employees will not receive any amount from the city in addition

to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

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

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

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

Section 11.03 Improper Deduction and Overpayment Policy

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

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

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required.

Any overpayments not repaid in full within the calendar year of the overpayment are considered “prior year overpayments” and the employee must repay not only for the net amount of the overpayment, but also the federal and state taxes the city has paid on their behalf. The city is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the city will not require the employee to repay those taxes provided the employee provides a written statement that they will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

Section 11.04 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 each payroll as determined by state law. 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 eligibility and contribution requirements.

Section 11.05 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 11.06 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 11.07 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

A paid rest break of at least fifteen minutes or enough time to utilize the nearest convenient restroom (whichever is longer) is allowed within each four consecutive hours of work. Effective January 1, 2026, an unpaid thirty-minute lunch period is provided when an employee works six or more consecutive hours. Non-exempt employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time-or accrue compensatory time-by saving these breaks. Breaks should be scheduled so as to not interfere with work requirements The lunch period will be paid in instances where an employee is not completely relieved of work duties.

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.

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

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

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

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

Except as otherwise stated, all paid time off, taken under any of the city's leave programs, must generally be taken concurrently, or, when allowed by law, consecutively, with no

intervening unpaid leave. The city will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Section 17.01 Minnesota Paid Leave

Overview

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

Eligibility

Eligibility determinations for MNPL benefits are made by the applicable carrier in compliance with state law. Generally, to be eligible for MNPL, you must:

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

Benefit Amount

An employee's weekly MNPL benefits will be calculated and determined to be comparable to the Minnesota Department of Employment and Economic Development (DEED) requirements.

Leave Entitlement and Usage

Our MNPL carrier may approve MNPL leave for the following conditions in a benefit year:

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

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious

health condition. Your benefit year starts the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

MNPL Intermittent Leave

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

A) Eligibility

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

B) Notice

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

C) Increments of Leave & Maximum Number of Hours

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

Definitions

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

- A **serious health condition** means a physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious

condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

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

How to Apply for Minnesota Paid Leave
After your leave has been discussed, you may apply for MNPL through our designated carrier: MetLife at www.metlife.com or 800-300-4296.

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

The city offers a short-term disability (STD) policy that may run concurrently and require its own filing requirement pursuant to the terms of the STD policy. Please see our HRConnection website for more information regarding our about STD policy: https://www.hrconnection.com/default.aspx?u=Brainerd&p=Brainerd123

STD payments may be reduced, pursuant to the terms of the STD policy, as a result of receiving MNPL benefits.

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

Maintaining Health Coverage During Leave
Unless the employee revokes coverage while on MNPL, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. You must continue to make timely payments of your share of the premiums for such coverage. If you are not

using paid time off to cover part or all of the leave, you will be responsible for remitting your portion of health premiums to the city in order to ensure continuation of benefits.

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

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

1. Prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions utilizing pre-taxed money;

2. Arranged to write a check the first of each month for the duration that the employee may be out utilizing post-tax money. This option will require a timely signed wage deduction authorization form where the employee is agreeing to the deduction change;

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

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

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

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

Section 17.02 Sick Leave/Earned Sick and Safe Time (ESST) Leave

Overview and Eligibility

"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.

Use of ESST

ESST 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.

Weather Event Exception for Select Non-Union Positions

Consistent with Minnesota Statute § 181.9447, Subd. 12, firefighters; licensed peace officers; or employees holding a commercial driver's license must be ready and available to respond to public emergencies or weather events, and therefore may not use ESST for the "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."

"Family Member" Defined

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

Notice and Documentation
When the need for ESST leave is foreseeable, employees must notify their Supervisor within seven days' of the leave. In the event the need for leave is unforeseeable, employees must notify their Supervisor as reasonably required which in most cases shall mean prior to the start of a scheduled shift.

When an employee uses ESST for more than two 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. However, this is not meant to limit employees who choose to voluntarily seek a replacement staff member or trade shifts to cover their ESST absence.

Accrual and Carry Over of Earned Sick and Safe Time

- Part-time and temporary employees: As required by the Earned Sick and Safe Time (ESST) Law and City Policy, 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 up to a maximum of 48 hours per year. Employees are eligible to carry over accrued but unused ESST into the following year, provided the total accrued ESST hours shall not exceed 80 hours at any one time. The City will not pay out an unused accrued ESST.
- Full-time employees: 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. The City will not pay out unused accrued ESST/sick leave unless required by City Policy or Union contract.

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.

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. § 181.9447 Subd. 3.

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

Section 17.03 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 17.04 Military Leave

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

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the fifteen-day paid leave of absence. Employees on extended unpaid military leave will receive fifteen days paid leave of absence in each calendar year, not to exceed five years.
Where possible, notice is to be provided to the city at least ten working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city.

If an employee has not yet used their fifteen days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

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

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

Section 17.05 Jury Duty

Regular full-time and part-time employees who are required to serve as a juror shall be granted a paid leave of absence for required jury duty. 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.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval.

Section 17.06 Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the city of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The city may request verification that supports the employee's reason for being absent from the workplace.

Section 17.07 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 17.08 Minnesota Pregnancy and Parenting Leave

Overview & Eligibility

All employees are entitled to take an unpaid pregnancy and/or parenting leave of absence under the Minnesota Women's Economic Security Act (WESA). 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.

Interaction with Other Laws and Paid Leave

Leave under this section runs concurrently with FMLA when the leave is for the same purpose.

Additionally, employees may choose, but are not required to use accrued vacation or Sick Leave/Earned Sick and Safe Time leave during this leave. When the employee is also receiving MN Paid Leave benefits, the combined weekly sum of MNPL benefits and any city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the HR Department.

Job Reinstatement

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 17.09 Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Administrator with notification to the Council President and Personnel & Finance Committee Chair.

Section 17.10 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave).

The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Section 17.11 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 17.12 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 17.13 School Conference Leave

Any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

Section 17.14 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:
    - 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.

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

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

1. Prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions utilizing pre-taxed money;

2. Arranged to write a check the first of each month for the duration that the employee may be out utilizing post-tax money. This option will require a timely signed wage deduction authorization form where the employee is agreeing to the deduction change;

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

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

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

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

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

FAILURE TO RETURN TO WORK AFTER FMLA
Except when the employee is also receiving MN Paid Leave benefits, under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the City may require the employee to repay the portion of the monthly cost paid by the City for group health plan benefits. The City may also require the employee to repay any amounts the City paid on the employee's behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation. If the employee fails to pay the City a portion of the premiums for which 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. Such conduct will result in disciplinary action up to and including termination of employment.

FMLA – QUALIFIED EXIGENCY AND MILTARY 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:
  - An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness"; or
  - A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- "Serious injury or illness" means:
  - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY

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

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

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

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

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 17.15 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 17.16 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 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.

17.17 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.

17.18 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.

17.19 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.

G. Personal phones can only be used for communication (call, text, email) and cannot access any other city resources unless the personal cell phone utilizes malware prevention, multifactor authentication, no jail broken devices, etc.

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

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 Technology 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.

Section 31.01 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 Technology 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. Technology 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.

Section 31.02 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 Technology 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. Technology 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 or pursuant to the City's Telecommuting/Remote Work Policy.

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.

Section 31.03 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 Technology 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 Technology staff. The only exceptions to this policy are updates to software previously approved by Technology staff such as anti-virus, anti-malware, etc. Technology staff may, without notice, remove any unauthorized programs or software, downloads, or other files on any City computer, related equipment, network, or electronic resource.
Section 31.04 Artificial Intelligence (AI)

Employees may use low-risk data with Artificial Intelligence (AI) technology to perform their work. Low-risk data is defined by Minnesota Statutes Chapter 13 as "public" and is intended to be available to the public. If you are unsure whether the data you enter into AI applications is classified as public data, consult your City's responsible authority or designee prior to using AI technologies. All data created with the use of AI is to be retained according to the City's records retention schedule.

At no time can non-public information ever be used with AI. Extreme caution must be used to prevent non-public data from being exposed to any AI technology. The only AI technology currently approved to be installed on City resources is Microsoft Copilot, any other AI technologies must only be used through a web browser interface.

COMMUNICATIONS

Section 31.04 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.

Section 31.05 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.

Section 31.06 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 Technology staff with any questions about voicemail storage and/or deletion.

Section 31.07 Cell Phones

A. City-Issued Cell Phones: Employees provided with City phones must use them primarily for work-related tasks. Personal use should be minimal and comply with all City policies

B. Personal Cell Phones: Personal cell phone use should be limited during work hours. Employees may use their phones during breaks or lunch periods in designated areas.C. Distractions: Cell phone use should not interfere with job performance, meetings, or customer interactions.
D. Safety: Employees must not use cell phones while operating machinery, driving, or performing tasks that require full attention.
E. Confidentiality: Employees must not use cell phones to photograph, record, or transmit sensitive City information unless explicitly authorized.
F. Prohibited Uses
1. Excessive texting, calling, or browsing during work hours
2. Use of phones in restricted areas (e.g., clean rooms, labs, or confidential meeting spaces)
3. Accessing inappropriate content or engaging in non-work-related social media during work hours
4. Using phones to harass, bully, or engage in any form of misconduct
G. Applications: All applications must be approved by Technology staff before installation on a city-issued cell phone
F. Text Messages: Text messages may be considered “public” data or otherwise subject to retention and disclosure in accordance with the MGDPA.

Section 31.08 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.

Section 31.09 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.

DATA

Section 31.10 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 Technology 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.

Section 31.11 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 Technology 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. Technology 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 a Technology 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.

Section 31.12 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.

SECURITY

Section 31.13 Passwords

Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must meet minimum complexity requirements designated by Technology staff. Employees must change passwords when prompted or as scheduled by Technology 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; Technology 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.

Section 31.14 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 Technology staff.

Personal computer equipment may not be connected to the City's network without prior approval of Technology staff. Personal equipment may be subject to password requirements or other electronic security measures as determined by Technology 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 Technology staff to explore options.

Section 31.15 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 Technology staff.

- It is strongly recommended that employees only utilize city-owned equipment; however, if remote access from a non-City-owned computer or cell phone is needed and approved by the Technology Department, 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 Technology 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.

Section 31.16 Security Compromise

If a virus or malware is suspected on any City device, Technology staff must be notified immediately. Any other indications of computer or network security compromise must be reported to Technology staff immediately.

Section 31.17 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 Technology 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 Technology staff.

- If an employee's use of the internet is compromising the integrity of the City's network, Technology staff may temporarily restrict that employee's access to the internet. If Technology 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 Technology staff.

Section 31.18 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.

Section 31.19 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 polices, 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 2026 High Deductible Health Plan Smart Plan options:

Smart Plan #1 - $1,700	**2026**
% 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 - $3,400	**2026**
% 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 - $6,400	**2026**
% 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 - $8,500	**2026**
% 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 2026. If the eligible employee elects the Opt-Out payment for 2026, 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 ($3,400 High Deductible Health Insurance Plan for 2026).

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 - $3,400 Deductible Plan for 2026):

    - 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, 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 two 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, but in most circumstances no later than the start of their shift.

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/.

This document contains important information about your employment. Check the box at the left to receive this information in this language or write at the bottom of the document the language you are requesting.

	Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
	Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwm. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
	Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
	Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
	Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
	Somali/Soomaali	Dukumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
	Laotian/ພາສາລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
	Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
	Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
	Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
	Amharic/አማርኛ	ይህ ዶኩመንት አቀጣጠሮን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ዶኩመንት በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጦት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
	Karen / ကညီကျိာ်	လာ်ဘိလာ်မီတခါအံၤဟာ်ယှာ်တာ်ဂ့ၢ်တာ်ကွိၤအကါဒိဉ်လၢအဘဉ်ဃးဒီးနတာ်ဖံးတာ်မၤန္ဉာ်လီၤ. တိၤနီဉ်တာ်ဒၢလၢအစုဉ်တကပၤလၢတာ်ကဒီးန္ဉာ်တာ်ဂ့ၢ်တာ်ကွိၤလၢကျိာ်တခါအံၤအဂီၤတက့ာ်.
	Arabic/ العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

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: ~~February 3, 2025~~

Employee Policy Manual

City of Brainerd

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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 polices 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 pubic 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).

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

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

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

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 ESST, 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 Compensation

Full-time employees of the city will be compensated according to schedules adopted by the City Council. An employee's performance will be a factor in determining their pay in accordance with the city's adopted classification and compensation plan. Unless approved by the Council, employees will not receive any amount from the city in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

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

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

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

Section 11.03 Improper Deduction and Overpayment Policy

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

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

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered,

but there will be additional steps and paperwork required.

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

Section 11.0~~2~~4 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 each payroll as determined by state law. ~~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 eligibility and contribution requirements ~~contributions~~.

Section 11.0~~3~~5 .....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 11.0~~4~~6 .....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 11.0~~5~~7 .....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.~~

A paid rest break of at least fifteen minutes or enough time to utilize the nearest convenient restroom (whichever is longer) is allowed within each four consecutive hours of work. Effective January 1, 2026, an unpaid thirty-minute lunch period is provided when an employee works six or more consecutive hours. Non-exempt employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time-or accrue compensatory time-by saving these breaks. Breaks should be scheduled so as to not interfere with work requirements The lunch period will be paid in instances where an employee is not completely relieved of work duties.

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.

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

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

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

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

Section 17.01 Minnesota Paid Leave

Overview

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

Eligibility

Eligibility determinations for MNPL benefits are made by the applicable carrier in compliance with state law. Generally, to be eligible for MNPL, you must:

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

Benefit Amount

An employee's weekly MNPL benefits will be calculated and determined to comparable to the Minnesota Department of Employment and Economic Development (DEED) requirements.

Leave Entitlement and Usage

Our MNPL carrier may approve MNPL leave for the following conditions in a benefit year:

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

- Care for a family member with a serious health condition
- Support a military family member called to active duty
- Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

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

MNPL Intermittent Leave

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

A) Eligibility

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

B) Notice

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

C) Increments of Leave & Maximum Number of Hours

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

Definitions

- **Family member** includes:
  - Spouse or partner

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

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

Notice

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

How to Apply for Minnesota Paid Leave

After your leave has been discussed, you may apply for MNPL through our designated carrier: MetLife at www.metlife.com or 800-300-4296.

Interaction with Other Laws and Benefits

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

The city offers a short-term disability (STD) policy that may run concurrently and require its own filing requirement pursuant to the terms of the STD policy. Please see our HRConnection website for more information regarding our about STD policy: https://www.hrconnection.com/default.aspx?u=Brainerd&p=Brainerd123

STD payments may be reduced, pursuant to the terms of the STD policy, as a result of receiving MNPL benefits.

Supplementing MNPL Benefits with Accrued Paid Leave

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

Maintaining Health Coverage During Leave

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

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

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

1. Prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions utilizing pre-taxed money;

2. Arranged to write a check the first of each month for the duration that the employee may be out utilizing post-tax money. This option will require a timely signed wage deduction authorization form where the employee is agreeing to the deduction change;

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

Reinstatement

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

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

Retaliation

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

Section 17.02~~6~~ .....Sick Leave/Earned Sick and Safe Time (ESST) Leave

Overview and Eligibility

"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**~~

Use of ESST

ESST leave ~~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.

Weather Event Exception for Select Non-Union Positions
Consistent with Minnesota Statute § 181.9447, Subd. 12, firefighters; licensed peace officers; or employees holding a commercial driver's license must be ready and available to respond to public emergencies or weather events, and therefore may not use ESST for the "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."

"Family Member" Defined
~~**(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

Notice and Documentation

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

When the need for ESST leave is foreseeable, employees must notify their Supervisor within seven days' of the leave. In the event the need for leave is unforeseeable, employees must notify their Supervisor as reasonably required which in most cases shall mean prior to the start of a scheduled shift.

~~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~~ two 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. However, this is not meant to limit employees who choose to voluntarily seek a replacement staff member or trade shifts to cover their ESST absence.

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

:

- Part-time and temporary employees: As required by the Earned Sick and Safe Time (ESST) Law and City Policy, Aall 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 Policyup to a maximum of 48 hours per year. Employees are eligible to carry over accrued but unused ESST into the following year, provided the total accrued ESST hours shall not exceed 80 hours at any one time. The City will not pay out an unused accrued ESST.

- Full-time employees: 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. The City will not pay out unused accrued ESST/sick leave unless required by City Policy or Union contract.

(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. § 181.9447 Subd. 3.

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

Section 17.043 .....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 17.024 .....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).~~

State and federal laws provide protection and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for

the time the employee is engaged in training or active service not exceeding a total of 15 workdays in any calendar year. City compensation is in addition to the military pay for these 15 days, as per MN Attorney General's Opinion.

The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the fifteen-day paid leave of absence. Employees on extended unpaid military leave will receive fifteen days paid leave of absence in each calendar year, not to exceed five years.
Where possible, notice is to be provided to the city at least ten working days in advance of the requested leave. A training notice, signed orders, or battle assembly schedule are examples of typical written notification to share with the city.

If an employee has not yet used their fifteen days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

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

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

Section 17.0~~1~~5 .....Jury Duty

~~Any~~ Regular full-time and part-time employee~~s~~ who ~~is~~are required to serve as a juror shall be granted a paid leave of absence ~~with pay while serving in such capacity~~for required jury duty. 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.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval.

~~**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 17.06 Victim or Witness Leave
An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the city of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The city may request verification that supports the employee's reason for being absent from the workplace.

Section 17.0~~3~~7 .....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 17.048 .....Minnesota Pregnancy and Parenting Leave

Overview & Eligibility

All employees are entitled to take an unpaid pregnancy and/or parenting leave of absence under the Minnesota Women's Economic ~~Secuity~~Security Act (WESA)~~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.

Interaction with Other Laws and Paid Leave

Leave under this section runs concurrently with FMLA when the leave is for the same purpose.

Additionally, e~~E~~mployees may choose, but are not ~~are~~ required to use accrued vacation or Sick Leave/Earned Sick and Safe Time leave during this leave. When the employee is also receiving MN Paid Leave benefits, the combined weekly sum of MNPL benefits and any city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the HR Department. ~~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.~~

Job Reinstatement

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 17.09 Administrative Leave

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the city administrator with notification to the Council President and Personnel & Finance Committee Chair.

Section 17.09 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave).

The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

Section 17.0~~7~~10 .....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~~11 .....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 Conference 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.~~

Any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

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:
    - 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.

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

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

1. Prepaid at or before the start of the leave in which your health deductions may be modified to accept the agreed upon amounts and cadence of premium deductions utilizing pre-taxed money;

2. Arranged to write a check the first of each month for the duration that the employee may be out utilizing post-tax money. This option will require a timely signed wage deduction authorization form where the employee is agreeing to the deduction change;

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

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

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

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

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

~~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
Except when the employee is also receiving MN Paid Leave benefits, ~~U~~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 MILTARY 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:

- An Armed Forces member (including the National Guard or Reserves) undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness"; or
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

- "Serious injury or illness" means:
  - In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

AMOUNT OF LEAVE – QUALIFIED EXIGENCY
An eligible employee can take up to 12 weeks of leave for a qualified exigency.

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

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

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

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

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 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.

~~F.~~G. Personal phones can only be used for communication (call, text, email) and cannot access any other city resources unless the personal cell phone utilizes malware prevention, multifactor authentication, no jail broken devises, etc.

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

~~31.00 General Information~~**GENERAL**

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~~Technology 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.~~

Section 31.0102 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~~ Technology 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~~ Technology 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.

Section 31.0210 ~~Hardware~~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~~ Technology 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~~ Technology 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 or pursuant to the City's Telecommuting/Remote Work Policy.

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.

Section 31.0320 ~~Software~~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~~ Technology 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~~ Technology staff. The only exceptions to this policy are updates to software previously approved by ~~IT~~ Technology staff such as anti-virus, anti-malware, etc. ~~IT~~Technology staff may, without notice, remove any unauthorized programs or software, downloads, or other files on any City computer, related equipment, network, or electronic resource.

Section 31.0421 Artificial Intelligence (AI)

Employees may use low-risk data with Artificial Intelligence (AI) technology to perform their work. Low-risk data is defined by Minnesota Statutes Chapter 13 as "public" and is intended to be available to the public. If you are unsure whether the data you enter into AI applications is classified as public data, consult your City's responsible authority or designee prior to using AI technologies. All data created with the use of AI is to be retained according to the City's records retention schedule.

At no time can non-public information ever be used with AI. Extreme caution must be used to prevent non-public data from being exposed to any AI technology. The only AI technology currently approved to be installed on City resources is Microsoft Copilot, any other AI technologies must only be used through a web browser interface.

COMMUNICATIONS

Section 31.0531 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.

Section 31.0632 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.

Section 31.0733 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~~ Technology staff with any questions about voicemail storage and/or deletion.

Section 31.0834 Cell Phones

A. City-Issued Cell Phones: Employees provided with City phones must use them primarily for work-related tasks. Personal use should be minimal and comply with all City policies
B. Personal Cell Phones: Personal cell phone use should be limited during work hours. Employees may use their phones during breaks or lunch periods in designated areas.
C. Distractions: Cell phone use should not interfere with job performance, meetings, or customer interactions.
D. Safety: Employees must not use cell phones while operating machinery, driving, or performing tasks that require full attention.
E. Confidentiality: Employees must not use cell phones to photograph, record, or transmit sensitive City information unless explicitly authorized.
F. Prohibited Uses
1. Excessive texting, calling, or browsing during work hours
2. Use of phones in restricted areas (e.g., clean rooms, labs, or confidential meeting spaces)
3. Accessing inappropriate content or engaging in non-work-related social media during work hours
4. Using phones to harass, bully, or engage in any form of misconduct
G. Applications: All applications must be approved by Technology staff before installation on a city-issued cell phone
F. Text Messages: Text messages may be considered "public" data or otherwise subject to retention and disclosure in accordance with the MGDPA.

Section 31.0935 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.

Section 31.1036 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.

31.40 DATA

Section 31.1141 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 Technology 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.

Section 31.1242 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 Technology 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. ITTechnology 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 a~~n IT~~ Technology 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.

Section 31.13~~41~~ 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.

~~31.50~~ SECURITY

Section 31.14~~51~~ Passwords

Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must meet minimum complexity requirements designated by ~~IT~~ Technology staff. Employees must change passwords when prompted or as scheduled by ~~IT~~ Technology 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~~ Technology 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.

Section 31.15~~52~~ 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~~ Technology staff.

Personal computer equipment may not be connected to the City's network without prior approval of ~~the IT~~Technology staff. Personal equipment may be subject to password requirements or other electronic security measures as determined by ~~IT~~ Technology 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~~ Technology staff to explore options.

Section 31.15~~53~~ 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~~ Technology staff.

- It is strongly recommended that employees only utilize city-owned equipment; however, ~~I~~if remote access ~~is~~ from a non-City-owned computer or cell phone is needed and approved by the Technology Department, 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~~ Technology 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.

Section 31.16~~53~~ Security Compromise

If a virus or malware is suspected on any City device, ~~IT~~ Technology staff must be notified immediately. Any other indications of computer or network security compromise must be reported to ~~IT~~ Technology staff immediately.

Section 31.17~~60~~ 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~~ Technology 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~~ Technology staff.

- If an employee's use of the internet is compromising the integrity of the City's network, ~~IT~~ Technology staff may temporarily restrict that employee's access to the internet. If ~~IT~~ Technology 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~~ Technology staff.

Section 31.18~~61~~ 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.

Section 31.19~~62~~ 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 polices, 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 202~~5~~6 High Deductible Health Plan Smart Plan options:

Smart Plan #1 - $~~1,650~~1,700	**202~~5~~6**
% 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,~~4~~300	**202~~5~~6**
% 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 - $6,4300	**20256**
% 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 - $8,5300	**20256**
% 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 20246. If the eligible employee elects the Opt-Out payment for 20246, 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 ($3,4300 High Deductible Health Insurance Plan for 20256).

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 - $3,43~~3~~00 Deductible Plan for 202~~5~~6):
    - 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, 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~~ two 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, but in most circumstances no later than the start of their shift.

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/.

This document contains important information about your employment. Check the box at the left to receive this information in this language or write at the bottom of the document the language you are requesting.

	Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
	Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwm. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
	Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
	Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
	Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
	Somali/Soomaali	Dukumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
	Laotian/ພາສາລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
	Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
	Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
	Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
	Amharic/አማርኛ	ይህ ዶኩመንት አቀጣጠሮን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ዶኩመንት በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጦት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
	Karen / ကညီကိ့ာ	လံာ်တီလံာ်မီတခါအံၤဟာ်ဃုာ်တ၊်ဂ့ၢ်တ၊်ကွီးအကါဒိဉ်လ၊အဘဉ်ဃးဒီးနတ၊်ဖံးတ၊်မၤန္ဉာ်လီၤ. တိၤနီဉ်တ၊်ဒးလ၊အစုဉ်တကပၤလ၊တ၊်ကဒီးန္ဉာ်တ၊်ဂ့ၢ်တ၊်ကွီးလ၊ကွိဉ်တခါအံၤအဂီၢ်တက့ၢ်.
	Arabic/ العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

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: November 3, 2025

TITLE OF ITEM: Approve Deferment of Assessments

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): 5 Mintues

SUMMARY OF ISSUE:
The City received 4 applications for deferment for pay year 2026. These residents have previously submitted applications in previous years. Staff used Resolution 37:22 (attached) to determine eligibility. Staff also used the 2026 property valuations that were sent out in March 2025 for item 4C in determining if a financial hardship exists.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
Staff determined that all 4 residents meet the criteria in sections 4 and 5 of the resolution.

RECOMMENDED ACTION/MOTION:
Approve the applications for deferment of assessments payable in 2025 for applicants at PID's 41191220, 41300682, 41250875, and 41250586.

FINANCIAL IMPACT:

R E S O L U T I O N
NO. 37:22

RESOLUTION ESTABLISHING CRITERIA FOR DEFERMENT OF ASSESSMENTS

WHEREAS, Minnesota Statutes sections 435.193 through 435.195 authorize the City of Brainerd to defer the payment of special assessments imposed upon homestead property owned by qualified citizens; and

WHEREAS, said deferment of assessments may be permitted at the discretion of the City Council; and

WHEREAS, the City Council finds and determines that deferral of special assessments for certain citizens is in the public interest; and

WHEREAS, it is necessary and proper that the City Council set forth its general policies and guidelines for granting said deferrals of special assessments for property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA:

1. That the City Council endorses the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.

2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment would create a hardship upon the property owner as defined herein.

3. The deferment may be granted upon an application by the owner on a form prescribed by the City Administrator to establish the qualifications of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than November 1. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the City Administrator shall notify the County Auditor who shall, in accordance with Minnesota Statute section 435.194, record a notice of the deferment with the County Recorder setting forth the amount of the assessment and the interest.

4. A hardship shall be deemed to exist when all of the following apply:

    A. The combined annual gross income of the applicant's household is not in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.

B. The special assessments to be deferred must be multi-year assessments and the original principal amount must exceed $300.00.

C. The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than $173,800 (2022 assessment median homestead value per Crow Wing County).

5. The payment of an assessment may be deferred for any homestead property owner by:

   A. A person is 65 years of age or older for whom it would be a hardship to make the payments.

   B. A person retired by reason of permanent and total disability for whom it would be a hardship to make payments. A disability shall be deemed to exist when the applicant presents a signed letter by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.

   C. A person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service as defined in Section 19.05, subdivision 5b or 5c, as stated in the person's military orders for whom it would be a hardship to make the payments.

   D. Veteran and received the market value exclusion for veterans with disability through Crow Wing County and for whom it would be hardship to make the payments with the exception of 4C.

Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable preference or advantage over the other applicants.

6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:

   A. The death of the owner when there is no spouse who is eligible for deferment;

   B. The sale, transfer, or subdivision of all or any part of the property;

   C. Loss of homestead status on the property;

D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or

E. Failure to file a renewal application with the time prescribed by Paragraph 3.

7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005, and Resolution No. 54:16 adopted on November 21, 2016.

Adopted this 17th day of October 2022

KELLY BEVANS
President of the Council

Approved this 18th day of October 2022

DAVE BADEAUX
Mayor

ATTEST:

JENNIFER BERGMAN
City Administrator

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Nick Broyles, City Administrator, City of Brainerd, Minnesota

NAME MARGARET O'ROURKE ADDRESS 928 10TH AVE NE BRAINERD MN 56401 IMP 17-06	I am (check one) ___ At least 65 years of age ___ Retired by virtue of a total or permanent disability ___ Financial hardship exits
R.E. CODE OF PROPERTY: 41191220 LEGAL DESCRIPTION OF PROPERTY: SABIN'S ADDITION TO THE CITY OF BRAINERD LOT 2 BLOCK 1	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed $300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed $25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than $173,800.

That my interest in the ownership of the above property was acquired on DECEMBER 31, 2011, and is as follows (check one):

X Sole ownership
___ Joint tenancy, held with _____
___ Other (specify) _____

That on 12/31, 2011 I owned and occupied the above property as my homestead and such occupancy began on JANUARY 1, 2012

That the taxes for improvements on the special assessments adopted by Resolution No. 51:19 on OCT 16, 2019, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2026. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed Margaret O'Rourke
Owner

I, Nick Broyles, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of O'ROURKE, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 20__, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal $ 386.17 and interest, which is based on the unpaid principal balance payable in the year 20__ should be so deferred with interest at the annual rate of 5 %, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 20__ _____
City Administrator

DRAFTED BY:
Pamela Ziemer
City of Brainerd
501 Laurel St
Brainerd MN 56401

RECEIVED

OCT 15 2025

CITY OF BRAINERD
ADMINISTRATION

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO 54:16.

TO: Nick Broyles, City Administrator, City of Brainerd, Minnesota

NAME GARRY SCHWARTZ & ALEX SCHWARTZ ADDRESS 1212 Maple St Brainerd, MN 56401	I am (check one) ___ At least 65 years of age _X_ Retired by virtue of a total or permanent disability _X_ Financial hardship exits
R.E. CODE OF PROPERTY: 41300682 LEGAL DESCRIPTION OF PROPERTY: Sleepers addition to Brainerd, Lot 4 Block 9	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed $300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed $25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than $173,800.

That my interest in the ownership of the above property was acquired on May 9, 1986, and is as follows (check one):

_____ Sole ownership
__X__ Joint tenancy, held with Alex Schwartz (Deceased)
_____ Other (specify) _____

That on January 2, 2017, I owned and occupied the above property as my homestead and such occupancy began on June 1, 1986.

That the taxes for improvements on the special assessments adopted by Resolution No. 50:16 on October 17, 2016, by the City of Brainerd, which have been allocated against the subject property, would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2026. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief.

Signed _____
Owner

I, Nick Broyles, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Garry & Alex Schwartz, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2025, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal $235.10 and interest, which is based on the unpaid principal balance payable in the year 2026 should be so deferred with interest at the annual rate of 4.25%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2025.

_____
City Administrator

Imp 14-08
Drafted by:
Pamela Ziemer
City of Brainerd
501 Laurel St
Brainerd MN 56401

RECEIVED

SEP 15 2025

CITY OF BRAINERD
ADMINISTRATION

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Nick Broyles, City Administrator, City of Brainerd, Minnesota

NAME STEGORA, SYLVESTER & MARY SUE STEGORA ADDRESS 1310 ST. LOUIS AVE BRAINERD MN 56401	I am (check one) X At least 65 years of age X Retired by virtue of a total or permanent disability X Financial hardship exits
R.E. CODE OF PROPERTY: 41250875 LEGAL DESCRIPTION OF PROPERTY: DAVIS ADDITION TO THE CITY OF BRAINERD LOTS2 THRU 4 INCLUSIVE AND ALSO INCLUDING THAT PART OF THE ADJACENT VACATED ALLEY IN BLOCK 6	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed $300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed $25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than $173,800.

That my interest in the ownership of the above property was acquired on SEPTEMBER 26, 1991, and is as follows (check one):

X Sole ownership
____ Joint tenancy, held with ____
____ Other (specify) ____

That on 12/31, 2021 I owned and occupied the above property as my homestead and such occupancy began on 9/26/91, ____.

That the taxes for improvements on the special assessments adopted by Resolution No. 55:21 on SEPT 21, 2021, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2026. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed ____ Owner

I, Nick Broyles, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of STEGORA, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held ____, 20__, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal $ 307.06 and interest, which is based on the unpaid principal balance payable in the year 2026 should be so deferred with interest at the annual rate of 2.83%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: ____ 20__

____
City Administrator

DRAFTED BY:
Pamela Ziemer
City of Brainerd
501 Laurel St
Brainerd MN 56401

DEFERRED ASSESSMENTS
CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Nick Broyles, City Administrator, City of Brainerd, Minnesota

NAME ROBERT J. DANDANELL ADDRESS 1021 SOUTH 7TH STREET BRAINERD MN 56401	I am (check one) ✓ At least 65 years of age ___ Retired by virtue of a total or permanent disability ___ Financial hardship exits
R.E. CODE OF PROPERTY: 41250586 LEGAL DESCRIPTION OF PROPERTY: SLEEPERS PARK ADDITION TO THE CITY OF BRAINERD, THAT PART OF OUTLOT 1, SLEEPERS PARK ADDITION TO THE CITY OF BRAINERD, DESCRIBED AS FOLLOWS: COMMENCING 321 FEET SOUTH FROM THE SOUTHWESTERLY CORNER OF LOT EIGHTEEN (18), BLOCK SIX (6), IN SAID ADDITION; THENCE SOUTH 74 FEET; THENCE EAST 130 FEET; THENCE NORTH 74 FEET; THENCE WEST 130 FEET TO THE PLACE OF BEGINNING , EXCEPTING THEREFROM THE NORTH 5 FEET THEREOF, CROW WING COUNTY, MINNESOTA	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the nuisance assessments to be deferred exceed $300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed $25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than $173,800.

That my interest in the ownership of the above property was acquired on JULY 20, 2009 and is as follows (check one):

___ Sole ownership
✓ Joint tenancy, held with SHARON L. DANDANELL (WIFE)
___ Other (specify) _____

That on JAN 1, 2024 I owned and occupied the above property as my homestead and such occupancy began on JULY 2009.

That the taxes for improvements on the special assessments adopted by Resolution No. 46:24 on Oct. 21, 2024 by the City of Brainerd, which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installment payable in the year 2026.

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed _____
Owner

I, Nick Broyles, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of ROBERT J. DANDANELL, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____ in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal $447.14 and interest, which is based on the unpaid principal balance payable in the year 2026 should be so deferred with interest at the annual rate of 4.9%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____

_____
City Administrator

Drafted by:
Pamela Ziemer
City of Brainerd
501 Laurel St
Brainerd MN 56401

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Discussion of Library Minnesota Department of Education (MDE) Grant

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: In late December, the Library Board approved the MDE grant application through Widseth for facility improvements - creating additional meeting space with technology available for patrons for telehealth, work opportunities, educational needs and improved storage space. Since the library building is owned by the city, the city was the official applicant for the grant and fiscal agent.

In July, the city was notified that it was a recipient of the grant. Since this is more of an operational grant for the library, staff did not inform council of the grant.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: There are no required matching funds for the grant. The fee to process the application was paid from library donations out of the library fund. Grant reimbursement will also be receipted into the library fund. The total award grant is $422,238.

RECOMMENDED ACTION/MOTION: Move to authorize staff to enter into necessary agreements to administer the grant.

FINANCIAL IMPACT: N/A

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Discuss Service Line Reimbursement Request - 601 S. 9th Street

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: At the 10/6 Council meeting, the Council heard testimony from a contractor that performed replacement of a sanitary sewer service and wye connection for 601 S. 9th Street. The contractor reported that the issue with the service line was related to an issue with tree root intrusion in the sanitary sewer main resulting in the need for replacement of a section of main to address the issue. Staff presented the item at the 10/20 Council meeting. Direction was for staff to review the breakdown of costs for the replacement of the sanitary sewer service line and to identify the costs associated with the main replacement.

Staff met with and reviewed the cost proposal. The cost breaks down as follows:

- Total Cost of Service Line Replacement = $10,250
- Initial Breakdown of Costs Attributed to Sanitary Main = $1,850
- Staff Adjusted Cost Attributed to Sanitary Main = $1,400

In review of the breakout, the costs of #4 - Video Camera ($300), #5 - City of Brainerd Permit ($50), and #8 - 8" x 4" Wye ($100), would not be costs attributed to the main. Staff does not require video of the main (we have this capability in house), the permit was a requirement of the service line replacement, and the wye is for the owner's connection. The other costs (#1, #2, #3, #6, and #7) appear to be more specifically to main replacement.

The attached photo shows that the tree root intrusion was specific to the wye connection (property owner responsibility) and was likely the cause of the sewer service issue for the property. We also reviewed the claim by the contractor that the main was the source of the issue. This is not the case as the line is routinely jetted to ensure flow for this property and the remaining properties on this line. There were not flow issues in the sewer main causing this concern. To correct the issue, the contractor would have to replace the sewer wye and connect to the adjacent sections of sewer main. This is typical practice for contractors to replace a private service wye connection to the main.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: As the sanitary service line and wye connection specifically are for the purposes of a private property connection to the sewer system, there is no public purpose for those installations. In some instances, there are challenges with the condition of the main requiring the contractor to perform some additional main removal to achieve a proper connection. As this is still in the effort to replace a service line, it is general practice that the cost is borne by the property owner and not the municipality. If staff is to be redirected, clarity on the policy moving forward would be requested as there would also be budgetary considerations that would need to be addressed.

RECOMMENDED ACTION/MOTION: Staff recommends that the property owner is responsible for the cost of the replacement of the private service line connection at 601 S. 9th Street, including the section of main for the purposes of making the appropriate connection and that the City does not participate in the cost.

FINANCIAL IMPACT: Dependent on Council action.

A.) Total Cost of Runberg Replacement of Sewer Line At 601 S. 9th St.

	RUNBERG 601 S 9TH SEWER LINE		
1	VIDEO CAMERA	$ 300.00	$ 300.00
1	CITY OF BRAINERD PERMIT	$ 50.00	$ 50.00
1	EXCAVATE & REPAIR SEWER LINE	$ 6,800.00	$ 6,800.00
1	ASPHALT PATCH	$ 3,100.00	$ 3,100.00
			$ 10,250.00

* Paid To Quick Construction $10,250.00 by check #8407, on October 21, 2025

B.) Breakout of The Total Cost to repair failed Sewer Line at 601 S. 9th St, Attributable to City of Brainerd, responsibility.

1.) Machine digging down extra 3' to expose, ~~fully~~, City Main Line ... $650.00
2) Hand shovelling, Labor + Time, To fully Expose City Main Line $250.00
3.) Removal of defective connection & Main Line Clay Tile ... $250.00
4.) Video Camera ... $300.00
5.) City of Brainerd Permit ... $50.00
6.) New Clay Tile "Y" (8' of 8" Pipe [redacted]) ... $100.00
7.) 2 Ferrco + Chaung ... $150.00
8.) 8" x 8" 4" WYE ... $100.00

* Total Attributable To City - $1,850.00

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Update on TH 210/Lum Park Pedestrian Bridge Funding

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: At the October 6th meeting, Council requested some additional information regarding the Carbon Reduction Program funding ($1.33M) for the TH 210/Lum Park Pedestrian Bridge project. As a quick reference, staff presented a similar update on October 7th, 2024, in which MnDOT was able to swap funding with other projects to, in essence, extend the deadline to utilize these funds. Unfortunately, no additional funding had been received through several other grant solicitations. Following this, staff provided the option at the 10/6 meeting to turn back the funding or to progress forward as MnDOT had indicated that they must redirect the funding immediately if the City would not move forward with advancing the project. This was through multiple verbal conversations with MnDOT staff. There isn't a deadline to make a decision. There is a deadline when the funds needed to be accounted for. Which means we would have to be ready to deliver (bid) the project by end of FY 2026. With federal funding, this is an incredible task to complete within the timeframe necessary to utilize the funds (typical timeframe is 3-4 years). Thus, the request from the Council for direction on utilization of the funding or not.

During those conversations with MnDOT, it was indicated that the ability to swap funds with another project to further extend the deadline to use the grant funding was highly unlikely, and thus the City needed to decide on the funds at this time. However, they continued to explore the ability to move funds around and was able to find a Todd County project that is advancing construction and can utilize a majority of the funds, thus swapping the deadline to utilize. The smaller remainder being swapped with a Crow Wing County project. Please note that this swapping has not been formally approved at the ATP-3 level and may not be 100% guaranteed.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is still requesting direction from the Council on how to prioritize the TH 210/Lum Park Pedestrian Bridge, specifically with applicable grant solicitations. Does the Council want to continue to apply for Transportation Alternatives (TA), Active Transportation (AT), or other similar grant for the TH 210/Lum Park Pedestrian Bridge project or would they prefer other project recommendations to consider? Further, if in the event the ATP-3 does not approve the funding swaps, is the intention of the Council to turn the funds back to MnDOT as there is not time or interest to execute the project by the deadline with only the funds secured currently?

RECOMMENDED ACTION/MOTION: Staff would request direction from the Council on some of the statements above regarding upcoming grant solicitations or further work on the TH 210/Lum Park Pedestrian Bridge.

FINANCIAL IMPACT: N/A

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approve MnDNR Grant Application for Cuyuna Lakes State Trail - East Segment

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Staff is requesting authorization to apply for the MnDNR Regional Trail Grant program for the Cuyuna Lakes State Trail - East Segment project. As a reminder, the East Segment is intended to continue from the end of the Northern Pacific Center segment and continue east to 28th Street, where it would connect to the existing trail. Attached is a 60% plan estimate. The total costs are estimated to be roughly $1.8 million, which includes 30% contingency at this stage, engineering, right-of-way, and wetland mitigation. The maximum grant amount is $300,000.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The grant does have a 75/25 cost share. However, with the estimated costs on the project, the 25% match would be well surpassed.

RECOMMENDED ACTION/MOTION: Staff is recommending authorization to apply for the MnDNR grant for the Cuyuna Lakes State Trail - East Segment project.

FINANCIAL IMPACT: N/A

CUYUNA LAKES STATE TRAIL EXTENSION
BRAINERD, MN
SEH NO. BRDMN 149920

PRELIMINARY OPINION OF PROBABLE COST: CLST OVERALL COST

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	EAST SEGMENT (N.P. CENTER - SE 28TH ST) APPX. QUANTITY	COST
GENERAL					
1	MOBILIZATION	LUMP SUM	$40,000.00	1.00	$40,000.00
2	TRAFFIC CONTROL	LUMP SUM	$15,000.00	1.00	$15,000.00
3	CLEARING	ACRE	$10,000.00	3.70	$37,000.00
4	GRUBBING	ACRE	$10,000.00	3.70	$37,000.00
5	REMOVE CURB & GUTTER	LIN FT	$10.00	30.00	$300.00
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	$10.00	7.00	$70.00
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	30.00	$90.00
TRAIL					
8	DEWATERING	LUMP SUM	$200,000.00	1.00	$200,000.00
9	COMMON EXCAVATION	CU YD	$25.00	1572.00	$39,300.00
10	MUCK EXCAVATION (CV)	CU YD	$40.00	3000.00	$120,000.00
11	SELECT GRANULAR BORROW (CV)	CU YD	$25.00	3000.00	$75,000.00
12	GEOGRID REINFORCEMENT MAT	SQ YD	$15.00	4500.00	$67,500.00
13	CLASS 5 AGG BASE (CV)	CU YD	$30.00	734.00	$22,020.00
14	CLASS 1 AGG SHLDR (CV)	CU YD	$40.00	143.00	$5,720.00
15	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	$100.00	497.00	$49,700.00
16	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	$5.00	377.00	$1,885.00
17	BIT. PATCH SPECIAL 1 (STREET PAVEMENT)	SQ YD	$40.00	7.00	$280.00
18	6 IN CONCRETE WALK	SQ FT	$10.00	200.00	$2,000.00
19	TRUNCATED DOMES	SQ FT	$80.00	20.00	$1,600.00
20	B618 CONCRETE CURB & GUTTER	LIN FT	$30.00	30.00	$900.00
STORM SEWER					
21	30 INCH RC CULVERT PIPE	LIN FT	$200.00	80.00	$16,000.00
22	30 INCH RC APRON ENDS	EACH	$2,000.00	4.00	$8,000.00
23	12' x 8' CONCRETE BOX CULVERT	LIN FT	$2,500.00	20.00	$50,000.00
24	12' x 8' CONC. BOX CULVERT END SECTION	EACH	$20,000.00	2.00	$40,000.00
25	BOX CULVERT FOUNDATION PILES	LUMP SUM	$60,000.00	1.00	$60,000.00
26	RANDOM RIPRAP CL III	CU YD	$90.00	160.00	$14,400.00
TURF RESTORATION & EROSION CONTROL					
27	COMMON TOPSOIL BORROW	CU YD	$30.00	1048.00	$31,440.00
28	SEEDING	ACRE	$2,500.00	1.30	$3,250.00
29	SEED MIX 22-151	POUND	$3.25	156.00	$507.00
30	HYDRAULIC STABILIZED FIBER MATRIX	POUND	$2.00	3900.00	$7,800.00
31	COMMERCIAL FERTILIZER TYPE 3	POUND	$1.00	455.00	$455.00
32	SEEDING SPECIAL (TEMP)	ACRE	$100.00	1.30	$130.00
33	SEED MIX 22-111	POUND	$1.00	130.00	$130.00
34	HYDRAULIC MULCH	POUND	$2.00	3250.00	$6,500.00
35	BIOROLL	LIN FT	$1.00	5660.00	$5,660.00
36	SILT FENCE	LIN FT	$2.50	5366.00	$13,415.00
37	STABILIZED CONSTRUCTION EXIT	EACH	$1,000.00	2.00	$2,000.00
			SUBTOTAL - CONSTRUCTION		**$975,052.00**
			CONTINGENCY (30%)		$292,515.60
			ENGINEERING, ADMIN, LEGAL, MISCELLANEOUS (20%)		$253,513.52
			EASEMENT & ROW ACQUISITION		$20,000.00
			WETLAND MITIGATION & PERMITTING		$255,400.00
			TOTAL		**$1,796,481.12**

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Approval of Updated Solar Development Agreement at Rotary Park

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Lisa Asbach, Admin Specialist

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The contractor had to include the full amount to Bond the project. BPU will absorb the additional cost of $1,720.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Utility Commission and Park Board have both approved the amended agreement.

RECOMMENDED ACTION/MOTION: Staff is recommending approval the updated Solar Development Agreement at Rotary Park.

FINANCIAL IMPACT:

Docusign Envelope ID: FE506F7E-7207-47A7-87FF-DC134776D40A

SOLAR DEVELOPMENT AGREEMENT

THIS SOLAR DEVELOPMENT CONTRACT ("Contract") dated as of September ___**, 2025** by and between the City of **Brainerd** ("Owner"), Wolf Track Energy, LLC, a Minnesota Limited Liability Company ("Solar Developer"), and The Rotary Club of Brainerd, a Minnesota _____.

Owner and Solar Developer, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Solar Developer will perform the solar project management, finance and construction services identified in Exhibit "A" ("Work") in accordance with the Contract Documents, as identified in Article 5 of this Contract on property located within **Rotary Riverside Park, Brainerd, Minnesota (46.341414, -94.214079)** as identified in Exhibit "C" ("Property").

Article 2. Contract Time.

The Work will be completed on or before **September 30th, 2025** ("Completion Date"), subject to modifications in approved Change Orders. Solar Developer's estimated progress schedule identifying the various stages of the Work and the corresponding payments to be made to the Solar Developer is identified in Exhibit "B" ("Payment Schedule").

Article 3. Contract Price.

Owner will pay to Solar Developer an amount equal to **$33,900.00** ("Contract Price") for completion of the Work, see Exhibit "B."

Article 4. Change Orders.

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Solar Developer ("Change Order").

Article 5. Contract Documents.

The Contract Documents which comprise the entire Contract between Owner and Solar Developer concerning the Work consist of this Contract, Exhibit "A," Exhibit "B," the blue prints, shop drawings, plans and specifications for the Work ("Plans"), an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the Work ("Work" and "Payment Schedule") and any Change Orders.
Concurrent with execution of this Agreement, Solar Developer shall provide Owner with a payment bond in an amount equal to the Contract Price, with the stipulation that the amount of the bond shall automatically change consistent with approved Change Orders.

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Article 6. Payment Procedures

6.1 **Progress Payments**. Solar Developer will submit to Owner a request for payment in a format agreed to by Owner and Solar Developer ("Request for Disbursement") which will cover completed and inspected work consistent with Exhibit "B." All payment requests will include lien waivers from subcontractors for the amount of their work included in the payment request.

Within ten calendar days after a Request for Disbursement is presented, Owner will notify Solar Developer if Owner has any concerns about the Request for Disbursement that Owner believes should be resolved before Owner pays the amounts specified in the Request for Disbursement, and, in this event, Owner and Solar Developer will promptly meet to address such concerns. Owner will pay Solar Developer ninety percent (90%) of the full amount covered by the Request for Disbursement within ten calendar days from the day it was presented while retaining ten percent (10%) thereof ("Holdback") to be paid simultaneously with the final payment. Payment may be withheld for: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Solar Developer to pay Subcontractors or to pay for labor, materials or equipment when due.

6.2 **Final Payment**. Final payment of the balance of the Contract Price including the Holdback will be made in accordance with Exhibit "B" and the following procedures:

a. When Solar Developer considers the Work substantially complete, Solar Developer will notify Owner in writing. Within a reasonable time thereafter, Owner and Solar Developer will inspect the Work. Promptly after such inspection, Owner will deliver to Solar Developer a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion"). Alternatively, Owner will deliver to Solar Developer a written statement that Final Completion has been reached because no punch list items remain to be completed.

b. If Owner delivers a written punch list to Solar Developer, then Solar Developer will deliver to Owner a written notice that the Work is finally complete when Solar Developer believes that the punch list items have been completed. Then Owner and Solar Developer will promptly inspect the punch list items. Promptly after such inspection, Owner will deliver to Solar Developer either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

c. When Final Completion has been reached and after Solar Developer has delivered to Owner all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Solar Developer may make application for final payment following the procedure for progress payments. The final Request for Disbursement will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or lien waivers (satisfactory to Owner) in connection with the Work.

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Article 7. Interest.

Payments due and unpaid to Solar Developer that are 30 days or more overdue will incur a 5% late fee.

Article 8. Solar Developer's Representation.

In order to induce Owner to enter into this Contract, Solar Developer makes the following representation:

Solar Developer has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Article 9. Solar Developer's Responsibilities.

9.1. **Performance**. Solar Developer will perform the Work in accordance with the Contract Documents. Solar Developer will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9.2. **Personnel**. Solar Developer will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Solar Developer will at all times maintain good discipline and order at the Property.

9.3. **Furnished Items**. Solar Developer will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, start-up and completion of the Work, except as specified in the Contract Documents.

9.4. **Materials**. All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

9.5. **Subcontractors**. Solar Developer will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Solar Developer just as Solar Developer is responsible for Solar Developer's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractors, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractors, supplier or other person or organization except as may otherwise be required by laws and regulations.

9.6. **Permits; Inspections**. Solar Developer will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Owner in writing. Solar Developer will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Solar Developer will give all notices and comply with all laws

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and regulations applicable to furnishing and performance of the Work.

9.7. **Taxes**. Solar Developer will pay all sales, consumer, use and other similar taxes required to be paid by Solar Developer in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

9.8. **Use of Premises**. Solar Developer will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property and will not unreasonably encumber the Property with materials or equipment. Solar Developer will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Solar Developer will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Solar Developer will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Owner.

9.9. **Record Documents**. Solar Developer will maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Owner.

9.10. **Safety**. Solar Developer will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Solar Developer will comply with all applicable laws and regulations relating to the safety of persons or property.

9.11. **Continuing the Work**. Solar Developer will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

9.12. **Damage to the Work**. Solar Developer will repair or replace, at Solar Developer's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Solar Developer. Notwithstanding the foregoing, Owner will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Owner's negligence.

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9.13. **Warranty**. Solar Developer warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If within ten years after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, Solar Developer will promptly, without cost to Owner and in accordance with Owner's written instructions, promptly either correct such defective Work, or if it has been rejected by Owner, remove it from the Property and replace it with non-defective Work. If Solar Developer does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Solar Developer.

9.14. **Indemnity and Hold Harmless**. Solar Developer will indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Solar Developer.

9.15. **Related Work at Property**. Owner may perform other work at the Property which is not part of the Work by Owner's own forces or let other direct contracts therefore. Solar Developer will afford Owner's own forces and each other Solar Developer who is a party to such a direct contract proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Solar Developer will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Solar Developer will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

Article 10. City of Brainerd's Responsibilities.

10.1 Brainerd Public Utilities will pay Solar Developer $11,028.00 upon scheduling of the solar installation date.

10.2 Brainerd Public Utilities will pay Solar Developer $12,872.00 upon completion of installation.

Article 11. Rotary Club's Responsibilities.

11.1 Rotary Club of Brainerd will pay Solar Developer $10,000.00 upon signing of the solar agreement.

11.2 After the warranty has ended, Rotary Club of Brainerd will replace any damaged, inoperative solar panels and lighting; also responsible for the decommission of solar panels and lighting.

11.3 This Article shall survive termination of this Agreement.

Article 12. Insurance.

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12.1.1 Solar Developer's Insurance. Solar Developer will purchase and maintain the following insurance policies: (i) public liability insurance with limits of liability equal to at least $300,000 per occurrence; (ii) workers' compensation insurance as required by applicable state law; (iii) automobile liability insurance as required by applicable state law and (iv) "all risk" builder's risk insurance in an amount equal to or greater than the Contract Price. Insurance under subparts (i) and (iv) shall list Owner has an additional insured.

12.2 **Owner's Insurance**. Owner will be responsible for purchasing and maintaining Owner's liability insurance and other reasonably appropriate insurance.

Article 13. Termination.

13.1 Termination by Owner. If the Solar Developer breaches any of its obligations under this Agreement, then Owner may give Solar Developer written notification identifying such breach. If Solar Developer has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Solar Developer either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Solar Developer.

13.2 Termination by Solar Developer. If the Owner breaches any of its obligations under this Agreement, then Solar Developer may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Solar Developer's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Solar Developer may terminate this Contract.

Article 14. Miscellaneous.

14.1 Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned.

14.2 Owner and Solar Developer each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

14.3 This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the State of Minnesota, exclusive of that body of law governing conflicts of laws. Any claims arising out of this contract shall be brought in State District Court within Crow Wing County, State of Minnesota.

14.4 Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this

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Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

14.5 Owner hereby grant permission to Solar Developer to use its photographs or videos and other media relating to the work being performed on the Property taken or produced for Solar Developer's marketing purposes including but not limited to website publications, social media channels, case study materials, print materials, or any other print and digital materials for Solar Developer .

Owner understands and agrees that Solar Developer owns all rights and publications to the aforementioned marketing materials and may use, edit, reproduce, and distribute these materials for any and all marketing purposes.

Owner hereby releases Solar Developer and its employees from any and all actions, claims, and causes of action that arise from or are in any way connected to such use of the marketing materials. Solar Developer will not use your nonpublic personal information including your personal property address and financial information.

Article 13. Contingencies

13.1. Ground Mount Solar Array. In the event Solar Developer discovers bedrock within 6.5 feet (78 inches) of the surface, Solar Developer will notify Owner of the discovery of bedrock and the ensuing change in installation procedure and price.

13.2. Contract Price does not include any upgrades required by the local utility company that are not specifically outlined in Exhibit A.
IN WITNESS WHEREOF, Owner and Solar Developer have signed this Contract.

This Contract will be effective on **_____, 2025.**

BY: _____	**BY:** _____
NAME: __ Dave Badeaux, Mayor_____	**NAME:** Nicholas Broyles, City Administrator_____
TITLE: **_City of Brainerd**_____	**TITLE:** **_City of Brainerd** _____
DATE: _____	**DATE:** _____
BY: _____	**BY:** _____
NAME: **__Simon Eddy**_____	**NAME:** **__Brian Andrews**_____
TITLE: **_Wolf Track Energy**_____	**TITLE:** **_Rotary Club of Brainerd**_____
DATE: _____	**DATE:** _____

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EXHIBIT A
CONSTRUCTION SERVICES

The project scope includes the installation of a **9.7 kW-DC, 7.6 kW-AC** rated **roof-mounted** solar photovoltaic system at the Property.

This includes all equipment, labor, and construction materials needed to complete this project. Photovoltaic system shall consist of:

(20) VSUN 485W Solar Modules

(20) Enphase IQ8HC Microinverters

(1) Flush Mounted racking, metal exposed fastener roofing attachments

(1) Cell based Enphase monitoring, 5 year cell plan included

(1) 75’ trench and wire run to point of interconnection

(1) All Electrical Labor

(1) Permitting

(1) Interconnection Application

System shall be supported by Premium Grade aluminum mounting system, and other balance of system (BOS) components, including but not limited to Solar Performance Meter Box (if required), AC disconnect, and electrical hardware (circuit breakers, wire, conduit, junction boxes, etc.).

All equipment will be installed as required by applicable codes, the local utility company, and Homeowner’s Association guidelines (if applicable). During daylight hours this photovoltaic system (solar electric) will provide electricity in parallel with the local utility service provider. Or to Batteries in a Stand-Alone system.

At completion of work remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials.

Solar Developer shall not be responsible for landscaping improvement services as part of this contract.

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EXHIBIT B
PAYMENT SCHEDULE

Purchaser shall pay Solar Developer for the materials and labor to be performed under this agreement in an amount of: **$33,900.00**

Contractor shall invoice for, and purchaser shall make, payments under this contract in accordance with the following schedule:

$10,000 is due upon signing of this agreement;
(to be paid by the Rotary Club of Brainerd, used for purchase of materials)

$11,028.00 is due upon scheduling of solar installation date;
(to be paid by Brainerd Public Utilities)

$12,872.00 is due upon completion of Solar Modules installation (roof or ground mount) and all connecting circuitry. Dissemination of appropriate documents, warranties, approved final inspection.
(to be paid by Brainerd Public Utilities)

Payment shall be made to the order of Wolf Track Energy, in one of four ways: (1) check, (2) credit card (2.9% fee applies), (3) cashier's check, (4) ACH bank transfer.

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EXHIBIT C

ROTARY PARK - SITE PLAN

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Continuance of Public Hearing and Consider Assessments for Improvement 23-16

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Jessie Dehn, City Engineer, Mike Habighorst, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: At the October 6th, 2025 Council Meeting, there were one proposed assessments that was pulled from the assessment roll and the public hearing adjourned to this council meeting to hear testimony for or against the proposed assessments. No further contestations were received by staff on this project. The Council heard briefly the concerns from Mr. Lundeen, and he was provided notification that he will again have an opportunity at the hearing to propose testimony for or against the proposed assessments.

At the October 20th meeting, Council directed staff to keep the hearing open further for this property to allow for the planned patching to be completed. This work is now complete and a photo of the patch is attached. The photo was taken last week following the rainfall on Tuesday.

Following the conclusion of the hearing and consideration of the contestation, staff is recommending that the assessment be adopted as presented and adoption of the
attached resolution.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With the pavement patching completed, staff is considering this work completed. With these consideration that the property is benefitting from the improvement completed, staff is recommending that the assessment be ratified for PID 41350550 in the proposed amount of $2,574.20.

RECOMMENDED ACTION/MOTION:

1. Staff recommends holding the public hearing that was adjourned from the October 20, 2025 meeting.
2. Staff recommends adoption of the attached resolution after conclusion of the public hearing adopting the assessment for PID 41350550.

FINANCIAL IMPACT: $2,574.20

R E S O L U T I O N
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for Improvement 23-16 concerning the property listed and abutting on the following:

CONTESTED ASSESSMENTS – IMPROVEMENT 23-16

PID 41350550

IMPROVEMENT 23-16 – SOUTH BRAINERD RESURFACING PROJECT

Street Resurfacing

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA:

1. Such proposed assessment, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear interest at the rate of five and twelve hundredths' percent (5.12%) per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Crow Wing County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within sixteen (16) days from the adoption of this Resolution; and he or she may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid with interest accrued to December 31, of the year in which such payment is made.

3. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Crow Wing County Auditor to be extended on the property tax list of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 3rd day of November 2025

_____
MIKE O'DAY
President of the Council

Approved this 4th day of November 2025

_____
DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Subject: Appeal to Proposed Assessment – Project 23-16 (South Brainerd Resurfacing)

To Whom It May Concern,

I am submitting this appeal regarding the proposed assessment for Improvement Project 23-16 – South Brainerd Resurfacing.

While I recognize and appreciate that much of the resurfacing work along Carol Lane was completed well, there remains a significant issue directly in front of my main driveway entry; see attached supplement. Following the project, water continues to pool in this location, and the attempted remedy—a crease in the new pavement—has not corrected the problem. Instead, the crease leaves the surface uneven and the drainage issue largely unresolved. This is concerning given the climate in Minnesota and I am concerned that this will lead to pre-project problems as identified in the supplement. This issue was brought before the planning committee during the 2024 planning meeting, I had conversations with the consultants that this was an issue that needed to be investigated prior to the project starting.

Because the condition in front of my driveway has not been adequately addressed, I respectfully request that my assessment be paused until a proper and lasting remedy is completed. I believe it is only fair that the assessment reflects a finished improvement that functions as intended, without creating new problems for myself and adjacent property owners.

Thank you for your consideration of this appeal and for your attention to resolving this matter.

Sincerely,

Benjamin Lundeen

Benjamin Lundeen

143 Carol Lane, Brainerd, MN 56401

[redacted]

October 1, 2025

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF SOUTH BRAINERD RESURFACING PROJECT 313-23-16

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig No Yrs	Rem No Yrs	Interest Rate	2026 Principal Installmnt	2026 Interest Installmnt	2026 Total Installmnt
313 23-16	Active	Active	41350500 FORREST, JOHN F & JOANNE F	2,146.71	10	10	5.1200000	214.67	136.11	350.78
313 23-16	Active	Active	41350503 JUDD, DAN W & SARAH S	1,668.40	10	10	5.1200000	166.84	105.78	272.62
313 23-16	Active	Active	41350504 BIESER, WILLIAM J & TONI M	1,731.81	10	10	5.1200000	173.18	109.80	282.98
313 23-16	Active	Active	41350508 STORBAKKEN, ERIC R & TRUDI E	1,655.00	10	10	5.1200000	165.50	104.93	270.43
313 23-16	Active	Active	41350509 RITTER, CONSTANCE A & KENNETH N	2,940.55	10	10	5.1200000	294.06	186.44	480.50
313 23-16	Active	Active	41350512 SCHULTZ, JAYSON D	3,597.11	10	10	5.1200000	359.71	228.07	587.78
313 23-16	Active	Active	41350513 SIMOTA, TIMOTHY C & JENNIFER J	1,517.91	10	10	5.1200000	151.79	96.24	248.03
313 23-16	Active	Active	41350514 RUTMAN, BRADY P & ASHLEY S	1,142.45	10	10	5.1200000	114.25	72.44	186.69
313 23-16	Active	Active	41350515 PRASKA, HENRY D &	998.19	10	10	5.1200000	99.82	63.29	163.11
313 23-16	Active	Active	41350516 ANDERSON, DAVID R & ANNETTE M	1,360.60	10	10	5.1200000	136.06	86.27	222.33
313 23-16	Active	Active	41350517 HIGHUM, THOMAS M & DOROTHY M	1,426.44	10	10	5.1200000	142.64	90.44	233.08
313 23-16	Active	Active	41350518 BURICH, MATHEW & KATHLEEN	2,695.79	10	10	5.1200000	269.58	170.92	440.50
313 23-16	Active	Active	41350519 ERICKSON, NICHOLAS E & TRINA M	3,180.85	10	10	5.1200000	318.09	201.68	519.77
313 23-16	Active	Active	41350520 ANDERSON, HOWARD E	2,416.28	10	10	5.1200000	241.63	153.20	394.83
313 23-16	Active	Active	41350521 MIKKELSON, STEVEN & LYNN	1,517.76	10	10	5.1200000	151.78	96.23	248.01
313 23-16	Active	Active	41350522 PRASKA, HENRY D &	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350523 PRASKA, HENRY D &	759.00	10	10	5.1200000	75.90	48.12	124.02
313 23-16	Active	Active	41350524 SMITH, LANCE W & KAREN	3,171.44	10	10	5.1200000	317.14	201.08	518.22
313 23-16	Active	Active	41350525 ISMIR, MARILYN K TRUST AGR	1,820.40	10	10	5.1200000	182.04	115.42	297.46
313 23-16	Active	Active	41350526 ISMIR, MARILYN K TRUST AGR	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350527 JOHNSON, THADDEUS F & MARY	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350528 NORTHWAY, RIANT R & VANESSA B	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350529 NORTHWAY, RIANT R & VANESSA B	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350530 HAMRE, JOSHUA T & KARMEN A	1,685.69	10	10	5.1200000	168.57	106.88	275.45
313 23-16	Active	Active	41350531 ANDERSON, GARY M & MARY KAY	1,517.00	10	10	5.1200000	151.70	96.18	247.88

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF SOUTH BRAINERD RESURFACING PROJECT 313-23-16

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig No Yrs	Rem No Yrs	Interest Rate	2026 Principal Installmnt	2026 Interest Installmnt	2026 Total Installmnt
313 23-16	Active	Active	41350532 BOOTH, GALEN & NICOLE	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350533 O'GRADY, KEVIN J & JILL R	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350534 SMITH, BAXTER A III TRUST AGR	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350535 SEIPP-DEBLOCK, KATIE LEE	2,865.10	10	10	5.1200000	286.51	181.66	468.17
313 23-16	Active	Active	41350536 KNOWLEN, GLENDON D & CONNIE L	2,905.51	10	10	5.1200000	290.55	184.22	474.77
313 23-16	Active	Active	41350537 SCHIRMER, CARL K JR & KAREN	994.85	10	10	5.1200000	99.49	63.08	162.57
313 23-16	Active	Active	41350538 DEHEN, SHANNON D TRUST	2,923.91	10	10	5.1200000	292.39	185.39	477.78
313 23-16	Active	Active	41350539 PLOOF, CHAD L & KIMBERLY J	1,365.30	10	10	5.1200000	136.53	86.57	223.10
313 23-16	Active	Active	41350540 EMBRETSON, LORRAINE E	1,365.30	10	10	5.1200000	136.53	86.57	223.10
313 23-16	Active	Active	41350541 EATON, BRYCE R & MARY JEAN	1,517.30	10	10	5.1200000	151.73	96.20	247.93
313 23-16	Active	Active	41350542 DEHNING, KURT & KELLY	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350543 BERGER, TERRY W & KATHLEEN P	759.00	10	10	5.1200000	75.90	48.12	124.02
313 23-16	Active	Active	41350547 THOMPSON, BRUCE C & CYNTHIA	1,062.60	10	10	5.1200000	106.26	67.37	173.63
313 23-16	Active	Active	41350548 FLOWERS, ANTHONY & ASHLEE	2,275.50	10	10	5.1200000	227.55	144.28	371.83
313 23-16	Active	Active	41350549 MARSHALL, SARAH & MARC	2,457.54	10	10	5.1200000	245.75	155.82	401.57
313 23-16	Active	Active	41350550 LUNDEEN, BENJAMIN J & MELISSA A	2,574.20	10	10	5.1200000	257.42	163.21	420.63
313 23-16	Active	Active	41350551 CARLSON, JAMES M & ELSE M	1,163.99	10	10	5.1200000	116.40	73.80	190.20
313 23-16	Active	Active	41350552 OWEN FAMILY REV LIVING TRUST, ROBER	954.50	10	10	5.1200000	95.45	60.52	155.97
313 23-16	Active	Active	41350553 BRUSSEAU, MICHAEL A & KARI L	1,923.56	10	10	5.1200000	192.36	121.96	314.32
313 23-16	Active	Active	41350554 STEINHAUSER, SCOTT & JULIE	1,972.10	10	10	5.1200000	197.21	125.04	322.25
313 23-16	Active	Active	41350555 BRUSSEAU, MICHAEL A & KARI L	455.10	10	10	5.1200000	45.51	28.86	74.37
313 23-16	Active	Active	41350556 STEINHAUSER, SCOTT & JULIE	2,275.50	10	10	5.1200000	227.55	144.28	371.83
313 23-16	Active	Active	41350557 KRUEGER, PATRICK M & HELEN J	1,024.65	10	10	5.1200000	102.47	64.97	167.44
313 23-16	Active	Active	41350558 MASKE, JOHN W & YVONNE M	1,147.00	10	10	5.1200000	114.70	72.72	187.42
313 23-16	Active	Active	41350559 KRUPKE, STEVEN B	1,070.40	10	10	5.1200000	107.04	67.87	174.91

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF SOUTH BRAINERD RESURFACING PROJECT 313-23-16

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313 23-16	Active	Active	41350560 NICHOLS, MARC C & CARRIE M	2,459.36	10	10	5.1200000	245.94	155.93	401.87
313 23-16	Active	Active	41350561 HODGMAN, MITCHELL & JILENE	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350562 PETERSON, BROC	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350563 UNSER, BRADLEY J & JYNELL D	1,408.69	10	10	5.1200000	140.87	89.32	230.19
313 23-16	Active	Active	41350564 PETRICH, NICOLE L	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350565 PELTOMA, RODNEY G & SUSAN	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350566 ROCKET MORTGAGE LLC	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350567 BETKER, AMANDA	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350568 HIGGINS, SEAN T & SARAH E WINGE	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350569 GOULD, TIMOTHY & MARSHA	2,911.26	10	10	5.1200000	291.13	184.59	475.72
313 23-16	Active	Active	41350571 POMMERENING, MICHAEL & AMANDA	714.81	10	10	5.1200000	71.48	45.32	116.80
313 23-16	Active	Active	41350572 CORTINAS, ESTEVAN J & KAYLI M	683.11	10	10	5.1200000	68.31	43.31	111.62
313 23-16	Active	Active	41350573 AGRE, JOHN D & ANDREA F	817.06	10	10	5.1200000	81.71	51.80	133.51
313 23-16	Active	Active	41350574 ROBERTS, GREGORY M & DIANE M	2,698.01	10	10	5.1200000	269.80	171.06	440.86
313 23-16	Active	Active	41350575 DUHN, DAVID A & LORA L	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350576 CHARPENTIER, RAYMOND A	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350577 TOTTEN, JEANNE L	2,707.67	10	10	5.1200000	270.77	171.68	442.45
313 23-16	Active	Active	41350578 SCHAFFER, REBECCA A & PATRIC C	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350579 SCHAFFER, REBECCA A & PATRIC C	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350580 ADERMAN, THOMAS & RATHEY, REBECCA	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350581 OSAFO, MAMFE & ANDREA	1,259.87	10	10	5.1200000	125.99	79.88	205.87
313 23-16	Active	Active	41350582 PRUSAK, THOMAS K & MARTHA	1,629.71	10	10	5.1200000	162.97	103.33	266.30
313 23-16	Active	Active	41350583 JENSEN, JENNIFER	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350584 RASMUSSEN, DONALD A & CHRISTINE	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350585 TIBERG, DONAVON	1,517.00	10	10	5.1200000	151.70	96.18	247.88

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313 23-16	Active	Active	41350586 SWARTHOUT, ZACHARY & EMILY	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350587 LAUGHLIN, REBECCA A	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350588 RUEN, KEVIN A	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350589 WARD, DENNIS R & BARBIE J	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350590 ERLANSON, BRITTA J	1,668.70	10	10	5.1200000	166.87	105.80	272.67
313 23-16	Active	Active	41350591 BOONE, MARK & MARY	3,567.95	10	10	5.1200000	356.80	226.22	583.02
313 23-16	Active	Active	41350592 HALVERSON, MARC & JACQUELYN REV	1,985.15	10	10	5.1200000	198.52	125.87	324.39
313 23-16	Active	Active	41350593 LIMVERE, ENNO J & JOAN R	1,820.40	10	10	5.1200000	182.04	115.42	297.46
313 23-16	Active	Active	41350595 HALVERSON, MARC & JACQUELYN REV	1,760.48	10	10	5.1200000	176.05	111.62	287.67
313 23-16	Active	Active	41350596 MOLINE, RUSSELL W & JENNIFER L	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350597 HARTING, SAMANTHA L	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350598 ANDERSON, MARY JO & STEPHEN HESSE	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350599 MCLAIN, COLIN & AMY, C/O ROBERT MC	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350600 SWEDBURG, DAVID EDWIN & HAILEY	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350601 DONNELLY, JENNIFER & PATRICK	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350602 HANSSEN, HEATHER S	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350603 PARK UNITED, METHODIST CHURCH	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350604 BURNETT, JOAN H	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350605 PATRICK, AARON	1,499.86	10	10	5.1200000	149.99	95.10	245.09
313 23-16	Active	Active	41350606 REITHER, RANDALL LEE & KAREN L	1,788.85	10	10	5.1200000	178.89	113.42	292.31
313 23-16	Active	Active	41350607 SULLIVAN, TRISH A	1,365.30	10	10	5.1200000	136.53	86.57	223.10
313 23-16	Active	Active	41350608 JORGENSEN, ERNEST C & RACHEL J	1,365.30	10	10	5.1200000	136.53	86.57	223.10
313 23-16	Active	Active	41350609 FLANAGAN, BRIAN K	1,365.30	10	10	5.1200000	136.53	86.57	223.10
313 23-16	Active	Active	41350610 ARMSTRONG, DANIEL	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350611 LEMKE, SAMANTHA LYNN	1,517.00	10	10	5.1200000	151.70	96.18	247.88

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313 23-16	Active	Active	41350612 RUEN, MICHELLE A	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350613 MULLENIX, DARRELL H	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350614 HASTINGS, MARK A & BRITTNEY A SMITH	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350615 QUALLEY, MATTHEW W & VERONICA	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350616 KARELIS, ZACHARY P & NICOLE G	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350617 TORFIN, JAMES N &	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350618 PELKEY, STEVEN A & LAURIE	2,344.13	10	10	5.1200000	234.41	148.63	383.04
313 23-16	Active	Active	41350619 HORN, VERA L	3,130.58	10	10	5.1200000	313.06	198.49	511.55
313 23-16	Active	Active	41350620 SWANSON, PHILLIP C & DIANE	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350621 SCHILLER, ERIC J & LEAH L	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350622 HOCHHALTER, CASEY & KELLIE	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350623 JOHNSON, BRUCE A REV LIVING TRUST	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350624 OAKLEY, JEROME D & JANICE M	1,414.60	10	10	5.1200000	141.46	89.69	231.15
313 23-16	Active	Active	41350625 DEWITT, GARY L & BRENDA BARTELS DEW	1,523.37	10	10	5.1200000	152.34	96.59	248.93
313 23-16	Active	Active	41350626 POWERS, JEFFREY K & KIMBERLY A	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350627 ENDRES, KYUNG	1,441.15	10	10	5.1200000	144.12	91.37	235.49
313 23-16	Active	Active	41350628 BEST, REBECCA	1,312.66	10	10	5.1200000	131.27	83.23	214.50
313 23-16	Active	Active	41350629 KARLSON, JAMES T	1,016.69	10	10	5.1200000	101.67	64.46	166.13
313 23-16	Active	Active	41350630 TURCOTTE, CHERYL KAY	1,016.69	10	10	5.1200000	101.67	64.46	166.13
313 23-16	Active	Active	41350631 GAMMELLO, WENDY K	1,312.66	10	10	5.1200000	131.27	83.23	214.50
313 23-16	Active	Active	41350632 MORRISON, ELDON L & LI, LIVI	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350634 SJOSTRAND, WHITNEY J & KIRSTEN J	3,029.30	10	10	5.1200000	302.93	192.07	495.00
313 23-16	Active	Active	41350635 FREEMAN, ANDREW & MISHA	2,756.73	10	10	5.1200000	275.67	174.79	450.46
313 23-16	Active	Active	41350636 LACERTE, RICHARD & CATHERINE	3,053.90	10	10	5.1200000	305.39	193.63	499.02
313 23-16	Active	Active	41350637 KLEINSCHMIDT, HUNTER & RACHEL	5,050.24	10	10	5.1200000	505.02	320.20	825.22

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313 23-16	Active	Active	41350638 MADISON, JULIE M REVOCABLE TRUST	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41350639 MADISON, JULIE M REVOCABLE TRUST	1,528.83	10	10	5.1200000	152.88	96.93	249.81
313 23-16	Active	Active	41350640 WYNN, CHARLES & JOAN	1,531.71	10	10	5.1200000	153.17	97.12	250.29
313 23-16	Active	Active	41350641 SJOSTRAND, KIRSTEN	1,532.63	10	10	5.1200000	153.26	97.17	250.43
313 23-16	Active	Active	41350642 MAJKA, MATTHEW J & HILLARY SWANSON	1,522.31	10	10	5.1200000	152.23	96.52	248.75
313 23-16	Active	Active	41350643 FUSSY, RENO & MADISON	1,540.82	10	10	5.1200000	154.08	97.69	251.77
313 23-16	Active	Active	41360731 FABIAN, MICHAEL & TERI	1,056.22	10	10	5.1200000	105.62	66.97	172.59
313 23-16	Active	Active	41360732 CONNELL, TRAVIS JOHN	2,498.84	10	10	5.1200000	249.88	158.44	408.32
313 23-16	Active	Active	41360733 MEINKE, LOREN B	1,517.00	10	10	5.1200000	151.70	96.18	247.88
313 23-16	Active	Active	41360734 SCHMITT, PHILIP A	1,138.73	10	10	5.1200000	113.87	72.20	186.07
313 23-16	Active	Active	41361077 IND SCHOOL DISTRICT # 181	3,125.78	10	10	5.1200000	312.58	198.19	510.77
			District Totals	230,804.35				23,080.61	14,633.70	37,714.31
	-------> Totals For		313-0000-36101	230,804.35				23,080.61	14,633.70	37,714.31
			Grand Totals	230,804.35				23,080.61	14,633.70	37,714.31

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Consider Hazardous Structure - 319 North 9th Street

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:
Richard A. Weiss owns the property located at 319 9th Street North which sustained significant fire damage and has a large opening in the roof. The property was inspected by the City of Brainerd Building Official, Darrin Deseth, on August 9, 2025, at which time the property was declared unsafe. The condition of the property has not changed since the date of its inspection.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
Staff recommends the City Council adopt the attached resolution which orders the owner to demolish the unsafe structure or commence such repairs as are necessary to rectify the unsafe conditions on the property as identified by the Building Official in Exhibit 1 to this Resolution.

RECOMMENDED ACTION/MOTION: Staff recommend approval of the attached resolution.

FINANCIAL IMPACT: N/A

R E S O L U T I O N
NO. _____:25

RESOLUTION DECLARING BUILDING TO BE HAZARDOUS AND ORDERING REMOVAL OR REPAIR

WHEREAS, Richard A. Weiss owns the property located at 319 9th Street North, Brainerd, Minnesota 54601, legally described as North half of Lot 9, Block 78, all of Lot 10, Block 78, and south half of Lot 11, Block 78, Town of Brainerd, First Addition to Brainerd, County of Crow Wing, State of Minnesota ("the Property"); and

WHEREAS, the Property contains a residential building with fire damage and a large opening in the roof; and

WHEREAS, the Property was inspected by the City of Brainerd Building Official, Darrin Deseth ("the Building Official"), on August 9, 2025, at which time the Property was declared unsafe; and

WHEREAS, the condition of the Property has not changed since the date of its inspection.

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

Based on the record before it, the Council makes the following:

FINDINGS OF FACT

1. On March 31, 2024, a structural fire occurred on the Property. The fire caused damage to the roof/ceiling, as well as the interior finishes of the second floor resulting in a large portion of the roof/ceiling assembly being destroyed/removed and exposing the interior to the elements.

2. In April 2024, after the fire, the Brainerd Fire Department entered the Property and observed "hoarding conditions" with limited paths available due to stacking of materials.

3. Since the structural fire, no observable efforts have been made to repair the roof and/or protect the Property's interior from the elements. As a result, the

residential building's interior and its contents have been exposed to over 17 months of varying weather conditions.

4. On August 9, 2025, the Building Official inspected the residential building on the Property and declared the Property unsafe. *See Exhibit 1*.

5. The conditions noted by the Building Official include: extensive damage to the roof, neglect of the property, lack of insurance funds to cover the costs of repair, and multiple Brainerd City Code violations including failure to maintain grass and weeds, cumulation of junk and debris, and vacant dwellings and buildings.

6. The Property is unsafe according to Minnesota Rule 1300.0180.

7. The Property constitutes a "hazardous building" under Minnesota Statutes, section 463.15, subdivision 3.

ORDER

1. The Occupant is hereby ordered to demolish the unsafe structures or commence such repairs as are necessary to rectify the unsafe conditions on the Property as identified by the Building Official in Exhibit 1 to this Resolution.

2. In the event corrective action is not taken as described in the aforementioned paragraph, or unless an answer is filed within 20 days of service of this Order, a motion for summary enforcement Order will be made to Crow Wing County District Court, as provided in Minnesota Statutes, chapter 463.

Adopted by the Council for the City of Brainerd this __ day of October 2025.

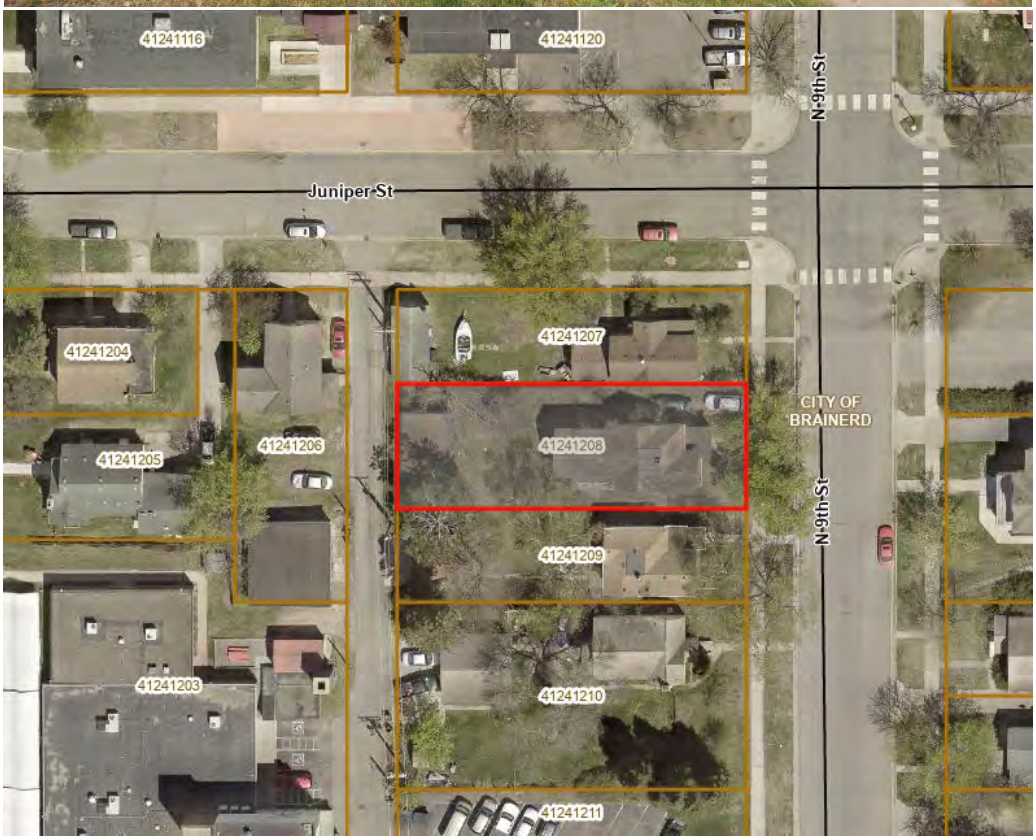
_____
Mike O'Day, Council President

_____
Dave Badeaux, Mayor

ATTEST:

_____
Nicholas Broyles, City Administrator

Building Official's Report – EN24-0111



319 9th St North Street
Brainerd, MN

Subject Property

Address: 319 9th St North, Brainerd, MN
Owner: Richard A Weiss
PIN: 41241208
Property Description: Single lot, Zoned TN-1

Structure Description: Single family Dwelling (IRC-1) with Detached Garage
2025 Estimated Market Value: $51,300 ($45,100 – Land, $6,200 – Building) Crow Wing County Assessed Value

Inspection Parameters

Date: August 9, 2025
Persons Present: Darrin Deseth – City Building Official
Purpose of Inspection: To determine if any work has been performed on structure since fire report. – Field observation
Structure General Observations: Structure was viewed from neighboring property (south), 9th Street North, and Juniper Ave right of ways.

Inspection Observations and Violations

Exterior:

1. **Observation –**
    a. **North walls –** No changes
    b. **West walls –** No changes
    c. **East side –** No changes **-** 2nd story window remains damaged and open, with no observable effort to cover it. The opening offers a partial observation of the damaged interior. Additional windows appear to show debris and other material piled in front of it.
    d. **South wall –** No changes
    e. **Roof Assembly –** No changes - A large section of the roof remains open, offering the interior no protection from the elements. No effort has been made to cover the opening and remains unchanged since the fire. (March 2024)

Interior:

1. **Observation** - Viewed structure from the east side of the property looking west.
    a. Limited viewing through 2nd floor window **–** observed damaged interior finishes, chimney.

Building Official's Report EN24-0111

Statement: A structural fire occurred on March 31, 2024. The structure sustained significant damage to the roof/ceiling assembly and to the interior finishes of the second floor resulting in a large portion of the roof/ceiling assembly being destroyed/removed and exposing the interior to the elements.

- Additional interior damage from fire suppression tactics and water suppression is believed to have occurred from observed conditions on site from the right-of-way and from statements made in the Fire Incident Report (See attached Incident Report #240401-035852-18314). However, the extent of the interior damage is undocumented and unknown.
- Fire Department crew members reported observing hoarding conditions on the interior of the house with limited paths available due to the stacking of materials. Mail and other paper piles were observed in the front porch in August of 2025 that were observed in April of 2024, appearing to remain untouched.
- No observable efforts appear to have been made to protect the interior from the elements. The roof has remained open since the fire and as a result the interior of the building and its contents have been exposed to 17 months of weather.
- No observable efforts have been made to clean or to prep the fire damaged portions of the structure for repair. No building permits have been applied for, and no dumpsters or trailers have been observed on site.
- Statements from the owner have led to the conclusion that the building was not winterized after the fire.
- The homeowner has stated that he does not have insurance (See attached Incident Report #240401-035852-18314) and at the time this report was generated, no insurance company has reached out to the city with a payment for the fire escrow account due to a settlement with the owner.
- The homeowner has a history of ignoring code enforcement correction notices and allowing citations to be assessed to the property. In 2024 the property was assessed $4,536.38 for Nuisance Violations (See attached Code Enforcement History Report) Since the date of the fire, the following code enforcement cases have been opened:
    - EN24-0243 Grass & Weeds – Three (3) violations ($300) – ABATED
    - EN24-0264 Junk and Debris (Fire Debris) – two (2) violations ($1235) – ABATED
    - EN24-0649 Grass & Weeds – One (1) violation ($800) – ABATED
    - EN25-0088 Vacant Dwellings and Buildings – Letter Sent – NO RESPONSE
    - EN25-0259 Grass and Weeds – One (1) violation – ($400) - ABATED

Conclusion - Due to the extensive damage to the roof structure, the current neglect of the property, lack of insurance funds to cover repair costs, and the history of the homeowner ignoring code enforcement correction notifications, It is my recommendation that an order to repair or remove the structure be sent to council to start the process to remove the structure.

East Side 2025 – Image 1.1

East Side 2024 – Image 1.2

Roof 2025 - Image 2.1

Roof 2024 -Image 2.2

South/West Side 2025 - Images 3.1 & 3.2

South/West Side 2024 – Images 3.3 & 3.4

North Side 2025 – Image 4.1

North Side 2024 – Image 4.2

Interior 2025 – Image 5.1

Interior 2024 – Image 5.2

319 9th ST N

Timeline and Contacts

4/1/2024 – Received notice of a structure fire at 319 9th St N

4/1/2024 – Site Visit, photos taken.

4/2/2024 – Richard Weiss, owner, 218-833-2668

4/2/2024 – Code Enforcement case EN24-0111 opened.

5/7/24 – Site visit – No progress shown, fire debris remains. 30-day notice letter sent.

5/7/24 – Structure entry doors have been posted w/ "Danger – Unsafe to Occupy" signs.

6/4/2024 - Code enforcement inspector notified of long grass, and fire debris on-site.

6/18/2024 - Site visit – No progress shown, fire debris remains, structure appears to remain secured. Attempted contact by phone with the owner. Message left requesting he contact our office. 60-day notice letter sent.

7/16/24 – Received a call from Richard Weiss. He stated that he is currently in negotiations with the insurance company and is planning on repairing the structure. The listed phone number is the best source for contact.

7/15/2025 – Site visit – No progress shown, 90-day notice letter sent.

8/9/2025 - Site visit – No progress shown. Photos taken. Building Official's Report EN24-0111 generated.

Fire Damage

05/07/2024

WEISS, RICHARD A
319 9TH ST N
BRAINERD, MN 56401

RE: **Unsafe Structure - Case # EN24-0111**
Brainerd City Code – Section 420 - Fire Damage – 30 days
Address: 319 9TH ST N
Parcel Number: 41241208

Structure Description: Single-family dwelling (IRC-1)

Dear Property Owner(s):

On **04/01/2024**, fire damaged a structure located at **319 9TH ST N** causing a hazardous condition. Brainerd City Code - Section 420 requires that damaged structures are to be repaired or razed within a reasonable period of time from the date of the occurrence. In all instances, however, repairs or demolition of a damaged building must start within 90 days after the damage occurred. The damaged structure is required to be secured to prevent unwanted entry and any fire related garbage or debris is required to be removed as soon as possible.

We would appreciate it if you would contact us at your earliest convenience and inform us of your intention to raze or repair the damaged structure. At that time, we can discuss all the proper permits that may be required and answer any questions you may have. You can contact us one of the following ways:

1. Call our office at 218-828-2307 or
2. Email our office at building@ci.brainerd.mn.us or
3. Visit our office located on the second floor in City Hall at 501 Laurel Street.

A follow-up inspection has been scheduled for 06/07/2024.

Respectfully,

Darrin Deseth, Building Official
Department of Building Safety – City of Brainerd

Fire Damage – 2nd Notice

06/18/2024

WEISS, RICHARD A
319 9TH ST N
BRAINERD, MN 56401

RE: **Unsafe Structure - Case # EN24-0111**
Brainerd City Code - Section 420 - Fire Damage – 60 Days
Address: 319 9TH ST N
Parcel Number: 41241208

Structure Description: Single Family Dwelling (IRC-1)

Dear Property Owner:

A letter was previously sent to you, dated 5/7/24 (copy enclosed), requesting that you contact our office and inform us of your intentions for the fire damaged structure located at **319 9TH ST N.** As of the date of this letter, we have not received a response from you. I am requesting that you contact our office to inform us of your intentions to repair or to raze the damaged structure.

You are expected to reply to this notice as soon as possible but not more than **thirty (30) days** from the date of this letter. If you do not reply to this notice within the requested thirty (30) days, our department intends to perform a field inspection to verify compliance with Brainerd City Code – Section 420. If you do not reply to this notice and the structure is found to be a hazardous structure, it is the intention of the City of Brainerd to exercise administrative and legal procedure, as outlined in MN Statutes Section Ch 463, to employ private contractors to secure the damaged structure and/or totally remove the structure with all costs involved in so doing to be recovered by the City in the form of a special assessment applied on the real estate taxes against the property, as provided for by law.

Please contact this office with any questions or to provide a status of this structure. You can contact us one of three ways:

1. Call our office at 218-828-2307 or
2. Email our office at building@ci.brainerd.mn.us or
3. Visit our office located on the second floor in City Hall at 501 Laurel Street.

As a reminder, no repair or demolition work is to start without a permit being issued.

A follow up inspection has been scheduled for 07/19/2024

Respectfully,

Darrin Deseth, Building Official
Department of Building Safety – City of Brainerd

Unsafe Structure - Final Notice

07/15/2025

WEISS, RICHARD A
319 9TH ST N
BRAINERD, MN 56401

RE: **Unsafe Structure Violation - Case # EN24-0111**
Condemnation – Unsafe Structure – Fire Damage – 90 days
Address: 319 9TH ST N
Parcel Number: 41241208

Structure Description: Single-Family Dwelling (IRC-1)

Dear Property Owner:

The Department of Building Safety was notified that on **March 31, 2024**, the **house structure located at 319 9TH ST N was damaged by fire**. Brainerd City Code - Section 420 requires that any building damaged by fire is to be repaired or razed in a reasonable period of time, but the work must begin no later than 90 days from the date the damage occurred. On **07/15/2025**, a field inspection was performed to verify compliance. During the inspection, this structure was observed to still exist and to continue to remain in a severe state of damage. As a result of this field inspection, the damaged structure was determined to be a hazardous structure and a danger to the life, health, property, or safety of the public. Please refer to the inspection report included with this letter. As such, it falls within the provisions of MN Statues Section 463 and Brainerd City Code Section 450.15 and needs to be torn down and removed immediately.

The structure shall remain secure until it has been razed and the premises leveled to the existing grade. Any fire related garbage or debris is to be removed as soon as possible. A demolition permit is required whenever a structure is razed in the City of Brainerd.

In the event that you fail to comply with this directive, it is the intention of the City of Brainerd to exercise administrative and legal procedure, as outlined in MN Statutes Section Ch 463, to employ private contractors to secure the damaged structure and/or totally remove the structure with all costs involved in so doing to be recovered by the City in the form of a special assessment applied on the real estate taxes against the property, as provided for by law.

THIS IS OUR LAST REQUEST. This office will expect you to reply to this notice not more than **fourteen (14) days from the date of this letter and to remove the damaged structure within thirty (30) days from the date of this letter.** The Department of Building Safety can be reached by calling 218-828-2307.

A follow up inspection has been scheduled for 07/31/2025

Respectfully,

Darrin Deseth, Building Official
Department of Building Safety - City of Brainerd

Brainerd Fire Department

23 Laurel Street, Brainerd, MN 56401
218-828-2312

INCIDENT

Incident Number: 240401-035852-18314
Incident Date: 03/31/2024
NFIRS Number: 0000135
Incident Type: (111) - Building fire

FDID: 18314
Station:
Shift: All Calls
District: BRAINERD

Initial Dispatch Code:

Alarms:
Working Fire?: Yes
COVID-19 was a factor: No, COVID-19 was not a factor
Critical Incident Team:

Temporary Resident Involvement:

Hazardous Materials Released:

Action Taken 1: (11) - Extinguishment by fire service personnel
Action Taken 2: (12) - Salvage & overhaul
Action Taken 3: (86) - Investigate

AID

Aid Given/Received: (N) - None

LOCATION

Location Type: (1) - Street address
Address: 319 North 9th Street, Brainerd, Minnesota, 56401

Cross Street, USNG, or Directions:
Latitude:
Longitude:
Census Tract:

Detector Alerted Occupant:

Property Use: (419) - 1 or 2 family dwelling
Mixed Use:

TIMES

PSAP Received:
Dispatch Notified Time:
Alarm Time: 06:54:00, 03/31/2024

TIMES

Arrival Time: 07:00:00, 03/31/2024
Water on Fire Time:
At Patient Time:
Loss Stop Time:
Controlled Time:
Last Unit Cleared Time: 10:05:00, 03/31/2024
Total On Scene Time: 3 hrs 5 mins 0 sec
Total Incident Time: 3 hrs 11 mins 0 sec

COUNTS

Counts Include Aid Received?: No

Suppression:		EMS:		Other:	
Apparatus	Personnel	Apparatus	Personnel	Apparatus	Personnel
4	12	0	0	4	6

LOSS

Property:

Estimated Property Losses: $110000
Estimated Property Value: $110000

Content:

Estimated Content Losses: $40000
Estimated Content Value: $40000

PERSON/OWNER

Owner:

Name: Weiss, Richard
Business Name:
Phone: (218) 833-2668
Total Insurance Amount:
Address: 319 North 9th Street, Brainerd, Minnesota, 56401

AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
Yutrzenka, Kaitlyn	7648		

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
Holmes, Tim	7145		

Quality Control:

Name	Authorization Date

INCIDENT NARRATIVE

On 3/31/2024 the Brainerd Fire Department responded to a report of a house on fire at the listed address.

INCIDENT NARRATIVE

Capt. 5 arrived and reported a 2-story house with flames coming out of the roof on the alpha side of the house and smoke coming from the alpha/ delta corner window on the second floor. Command was transferred to Chief 4 as he arrived.

E21 arrived and pulled two crosslays. A crew made entry through the front door into the house and found fire on the second floor in a small room on the alpha/ delta corner. The fire was also in the attic space. Crews extinguished the fire. There was extensive overhaul due to fire extension in the attic. Crews found hoarding conditions when they entered the house.

Chief 1 arrived on scene and assumed command.

Gas was shutoff at the meter.

Water supply was established from the hydrant on the corner of N 9th and Juniper St.

CenterPoint and Brainerd Public Utilities arrived and secured the utilities.

Chief Holmes talked to the homeowner that reported he was the only occupant of the house. He said that he was alerted by a passerby to the fire. He said there wasn't any fire on the second floor when he exited. He said the only fire he saw was when he was outside, the flames were coming through the roof. He said that he noticed a day or two ago a light in the front room was not on and it should have been. A signed Consent Form was obtained from the homeowner.

The homeowner stated he didn't have insurance on the property but thought his mortgage company did.

The homeowner was assisted with resources by the Red Cross.

MN State Fire Marshal Investigator Ray was consulted on the fire and Chief Holmes determined he was not needed to come to the scene.

Class A firefighting foam was used on this fire.

Created By: Holmes, Tim

Unit Reports

ENGINE 21

Use	Responding From	Priority
(1) - Suppression		Emergent

Response Delays

Dispatch Time	Enroute Time	Arrival Time
06:54:00, 03/31/2024	07:03:00, 03/31/2024	07:05:00, 03/31/2024

At Patient Time	Clear Time	In District Time
	09:59:00, 03/31/2024	

Actions Taken:

Personnel

Lee Anderson, Erik Flowers, Jackson Holmes, Henry Praska

ENGINE 3

Use	Responding From	Priority
(1) - Suppression		Emergent

Response Delays

ENGINE 3

Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:03:00, 03/31/2024
Arrival Time: 07:06:00, 03/31/2024
At Patient Time:
Clear Time: 10:00:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Rahn Findlay, Isaac High

TENDER 4

Use: (1) - Suppression
Responding From:
Priority: Emergent
Response Delays:
Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:06:00, 03/31/2024
Arrival Time: 07:08:00, 03/31/2024
At Patient Time:
Clear Time: 10:00:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Joseph Enge

TOWER 20

Use: (1) - Suppression
Responding From:
Priority: Emergent
Response Delays:
Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:10:00, 03/31/2024
Arrival Time: 07:12:00, 03/31/2024
At Patient Time:
Clear Time: 10:04:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Drew Beeson, Clinton Headley, Erik Hidalgo, Rick Lee, Joshua Smith

C1

Use: (0) - Other
Responding From:
Priority: Emergent
Response Delays:

C1

Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:00:00, 03/31/2024
Arrival Time: 07:14:00, 03/31/2024
At Patient Time:
Clear Time: 10:05:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Tim Holmes

POV

Use: (0) - Other
Responding From:
Priority: Non-Emergent
Response Delays:
Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 06:55:00, 03/31/2024
Arrival Time: 07:00:00, 03/31/2024
At Patient Time:
Clear Time: 09:57:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: James Norwood, Jeffrey Schellin

SQUAD 1

Use: (0) - Other
Responding From:
Priority: Emergent
Response Delays:
Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:05:00, 03/31/2024
Arrival Time: 07:07:00, 03/31/2024
At Patient Time:
Clear Time: 10:00:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Samuel Marohn

TAHOE

Use: (0) - Other
Responding From:
Priority: Emergent
Response Delays:

TAHOE

Dispatch Time: 06:54:00, 03/31/2024
Enroute Time: 07:35:00, 03/31/2024
Arrival Time: 07:38:00, 03/31/2024
At Patient Time:
Clear Time: 10:01:00, 03/31/2024
In District Time:
Actions Taken:
Personnel: Randy Kalis, David Read

Fire Module

SITE INFO

Alarms:
Acres Burned:
Resident Units In Bldg: 1
Buildings Involved:
Hydrant Identifier:
Estimated Water Usage:

IGNITION

Area of Origin: (74) - Attic: vacant, crawl space above top story
Heat Source: (UU) - Undetermined
Item First Ignited: (UU) - Undetermined
Fire Confined to Item?:
Type of Material First Ignited:
Cause of Ignition: (2) - Unintentional
Factors Contributing to Ignition 1: (NN) - None
Human Factors Contributing to Ignition: (N) - None
Est. Age of Person Involved:
Gender of Person Involved:

STRUCTURE

Structure Type: (1) - Enclosed building
Stories Above Grade: 2
Stories Below Grade: 1
Building Status: (2) - In normal use
Length: 60 ft
Width: 26 ft
Total Square Feet: 1560 sq ft
Story of Fire Origin: 2

STRUCTURE

Fire Spread
(4) - Confined to building of origin

Item Contributing Most to Flame Spread

Type of Material

Number of Stories with Damage

Minor Damage | Significant Damage | Heavy Damage | Extreme Damage | Total Stories

PROTECTIVE SYSTEMS

Presence of Detector
(N) - None present

Detector Type

Power Supply

Detector Operations

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System
(N) - None Present

System Type

System Operation

# of Sprinklers

Reason for System Failure

319 9th St N - 41241208

Enforcement Number	Category	Date Filed	Status	Date Closed	
EJD2013-00168	Junk And Debris	08/27/2013	Closed	09/27/2013	
EPM2013-00196	Property Maintenance	08/27/2013	Closed	05/21/2014	
EUV2014-00072	Unlicensed/Inoperable Vehicle	09/23/2014	Closed	10/24/2014	
EPM2015-00014	Property Maintenance - Shingles	04/28/2015	Closed	08/03/2015	
EGR2015-00033	Long Grass And Weeds	05/27/2015	Closed	06/03/2015	
EPM2015-00258	Property Maintenance	08/04/2015	Closed	08/01/2017	
EPM2016-00005	Property Maintenance - Shingles	03/22/2016	Closed	08/15/2017	21 Citations
EGR2016-00280	Long Grass And Weeds	06/06/2016	Closed	06/17/2016	1 Citation
EGR2017-00024	Long Grass And Weeds	05/17/2017	Closed	05/24/2017	
EPM2018-00030	Property Maintenance - Shingles	05/25/2018	Closed	11/19/2018	6 Citations
EPM2019-00006	Property Maintenance - Shingles	04/09/2019	Closed	10/21/2019	21 Citations
EGR2019-00116	Long Grass And Weeds	06/05/2019	Closed	06/12/2019	
EN21-0225	Damage Roof - Shingles	05/13/2021	Closed	04/22/2022	$ 2,000.00
EN21-0288	Unlicensed/Inoperable Vehicle	05/21/2021	Closed	06/23/2021	
EN21-0541	Grass & Weeds	05/27/2021	Closed	06/03/2021	
EN21-1116	Unlicensed/Inoperable Vehicle	09/09/2021	Closed	09/30/2021	
EN21-1164	Grass & Weeds	09/15/2021	Closed - Complied	09/23/2021	
EN23-0539	Unlicensed/Inoperable Vehicle	10/05/2023	Closed - Abated	12/11/2023	$ 600.00
EN23-0540	Grass & Weeds	10/05/2023	Closed	11/09/2023	$ 300.00

EN23-0542	Exterior Structure - Shingles	10/05/2023	Closed	4/1/2024	$	1,500.00
EN24-0111	Unsafe Structure - Fire	04/02/2024	Open - Third Letter			
EN24-0243	Grass & Weeds	06/05/2024	Closed - Abated	07/08/2024	$	300.00
EN24-0264	Junk/Debris/Blight	06/11/2024	Closed - Abated	07/08/2024	$	1,235.00
EN24-0649	Grass & Weeds	10/24/2024	Closed - Abated	11/04/2024	$	800.00
EN25-0088	Vacant Dwellings & Buildings	03/13/2025	No Response		$	(7,000.00)
EN25-0259	Grass & Weeds	06/27/2025	Closed - Abated	07/14/2025	$	400.00

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: First Reading - Proposed Ordinance 1597 - Amending City Code Section 1110 - Cannabis, Hemp, and Related Businesses

AGENDA: Main

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:
At the October 6th council meeting, Council provided direction to Staff regarding various options for on-site sales, lower potency hemp edible retailers (LPHE), and cannabis events. Staff was to vet the language with legal. The only thing that is different than directed by the Council, had to do with the duration of an cannabis event. Council's direction was to allow an organizer one event per calendar year in any 4-day combination, like a temporary liquor license. The current draft ordinance limits a cannabis event of 1 per organizer in a calendar year that cannot last longer than 4 consecutive days.

As directed by City Council, cannabis events would not be allowed to be held in residential zoning districts, which includes the TN-2 district.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
As mentioned during the October 6th meeting, the statute regarding cannabis, hemp and related businesses statute is ever evolving. Some of the definitions had already changed from when the ordinance was initially adopted 2024. Therefore, Staff is proposing to amend the code by removing all definitions and referring to the state statute. This is why almost all of Section 1110.01 and all of Sections 1110.03 and 1110.05 are repealed. It really simplifies the code. The section went from 7 pages to about a page and a half.

The current section of City Code 1110 can be found by using this link: https://www.ci.brainerd.mn.us/DocumentCenter/View/134/Section-1110---Cannabis-Hemp-and-Related-Businesses

The proposed ordinance does not require a public hearing. The City Council could motion to set a public hearing at the November 17, 2025 meeting. There would be a cost of approximately $24 to publish the public hearing notice.

RECOMMENDED ACTION/MOTION:
1. Conduct the first reading of Proposed Ordinance 1597 and dispense with the actual reading.

Note: a vote to dispense with the reading of the ordinance must be unanimous

2. Discussion of, and the setting of a public hearing for the proposed ordinance at the November 17, 2025 meeting if applicable.

FINANCIAL IMPACT:

There would be a cost of public hearing notice if applicable. Cost of publishing the ordinance after final reading.

O R D I N A N C E
NO. 15XX

AN ORDINANCE AMENDING SECTION 1110 – CANNABIS, HEMP, AND RELATED BUSINESSES

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 1110.01 of the City Code is hereby repealed and replaced with the following underlined language.

1110.01 Definitions. Subdivision 1. For the purposes of this section, the terms and definitions of Minnesota Statue Chapter 342 apply.

SECTION TWO: Repeal. Section 1110.03 is hereby repealed.

SECTION THREE: Repeal. Section 1110.05 is hereby repealed.

SECTION THREE: Section 1110.07 is hereby amended by adding the following underlined language:

Subd. 3. On-Sale Limitations. No on-sale sales of hemp products shall be made after 1:00 am.

SECTION FOUR: Section 1110.11 is hereby created with the following language underlined:

1110.011 Cannabis Event Permit. Subdivision 1. Cannabis events are allowed subject to the following:

1. The event organizer must apply for and receive a City permit to hold a cannabis event prior to submission of the "Local Approval of Cannabis Event" form to the OCM. The event organizer shall include with the permit application all information required to be submitted to the State under Minnesota Statute section 342.39, subd. 2.
2. The cannabis event is contingent upon the event organizer receiving a valid event organizer license from the OCM
3. Any changes to the cannabis event organizer's vendor list after submission of the Local Approval of Cannabis Event form to the OCM shall be provided to the City.
4. An organizer may hold one event per calendar year lasting no more than four consecutive days.
5. The event organizer may designate an area for consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or any combination of those items.
6. Events are prohibited in residential zoning districts.
7. The event location must comply with all City zoning, land use and building code requirements.

Subdivision 2. Registration Fees. The fees for permits under this section are set by Section 1000 General Provisions Appendix A: Fee Schedule.

SECTION FIVE: Section 1000 General Provisions Appendix A: Fee Schedule of the City Code is hereby amended with deleted language stuck out and new language underlined:

Liquor/Tabacco/Cannabis	Annual Fees Unless Indicated Otherwise July 1st -June 30th
Cannabis Event	$135 per day; One event per calendar year no longer than four consecutive days.
Cannabis ~~Retail~~ Registration	~~$500 Initial Retail Fee~~ ~~$1000 Renewal Retail Registration~~ Maximum allowed by Minnesota Statute Chapter 342. Registrations are for the period specified in Minnesota Statute Chapter 342

SECTION SIX: This ordinance shall take effect and be in full 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: One Time – _____

City Council
Agenda Request

MEETING DATE: November 3, 2025

TITLE OF ITEM: Discussion of a Community Pool with the YMCA

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Connie Hillman, Finance Director, James Kramvik, Community Development Director, Mike Habighorst, Public Works Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:
The YMCA is proposing a significant expansion project at their current location in Brainerd. The Y has approached Staff with the desire to partner with the City for a community pool, aka an aquatic center.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
Staff is seeking Council's direction for Staff to work with the Y to determine the amount of the Y's request of the City for an aquatic center.

Note: City Council would need to provide further direction to staff at a future meeting after the Y determines the construction costs, requests funding from the City, and outlines the benefits to the City. If City Council provides further direction to staff, staff would work with our current municipal advisor, Baker Tilly. City Council authorized $5,000 to the Y to explore funding options for the aquatic center. This would not be needed if the City works with our current municipal advisor, Baker Tilly.

RECOMMENDED ACTION/MOTION:
Direct Staff to work with the Y to determine the Y's request of the City for an aquatic center.

FINANCIAL IMPACT: Unknown

Minnesota Housing
400 Wabasha St. N
Suite 400
St. Paul, MN 55102

October 23, 2025

James Kramvik
City of Brainerd
501 Laurel St
Brainerd, MN 56401

Dear James,

Thank you for submitting a proposal through the Greater Minnesota Housing Infrastructure Grant Program 2025 Request for Proposals and for City of Brainerd's commitment to meeting its needs for public infrastructure necessary to support housing development. Minnesota Housing received 48 proposals requesting $17.3 million. We regret to inform you that because of strong demand for limited resources, Minnesota Housing is unable to fund your proposal at this time.

For further information on additional funding opportunities for local governments, please visit Minnesota Housing's website.

If you have any questions, please contact the Local Government Housing Programs team at infrastructuregrants.mhfa@state.mn.us.

Sincerely,

Nick Boettcher
Policy and Programs Specialist, Minnesota Housing

Equal Opportunity Employer

Coalition of Greater Minnesota Cities

2025 SESSION REPORT

Healing after tragedy

After all the chaos that defined this year's legislative session, our state experienced an unspeakable tragedy, one that hit very close to home for our CGMC community.

The horrific murder of Speaker Emerita Melissa Hortman and her husband, Mark, and the attack on Senator John Hoffman and his wife, Yvette, shocked and saddened Minnesotans statewide.

Melissa was a remarkable leader for the entire state of Minnesota, who governed with her incredible intellect and a sharp sense of humor. John is one of the kindest people you can find around the halls of the Capitol, and he always puts common sense above partisan sensibilities.

The CGMC and our partners will forever be grateful for and celebrate the life of public service that the Hortman and Hoffman families committed themselves to. As we look ahead, we hope our political path focuses on leadership defined by grace and compassion as our state continues to heal.

You can read the CGMC's full statement on this tragedy on our social media here.

Session marked by early drama, changed budget situation

The 2025 legislative session was unprecedented for any number of reasons. With the 2024 election delivering a closely divided Senate and an equally divided House, significant questions loomed as to how the House would transact business and how the Legislature and Governor would agree on a two-year budget for the next biennium. Add to that the House being displaced from their usual spaces while the State Office Building is being renovated and expanded, early session special elections in both the House and the Senate, the DFL House boycott of the first three weeks of session, the resignation of a GOP Senator facing felony charges, and the continued service by a DFL Senator also facing felony charges—the whole first several months of session had a very topsy-turvy almost circus-like feel.

Once the equally divided House arrived at a power-sharing arrangement that saw bipartisan co-chairs of committees, equal numbers of Democrats and Republicans on most committees, and the appointment of Rep. Lisa Demuth (R-Cold Spring) as Speaker work felt much more normal as committees began hearing and debating bills.

Crafting a state budget—always difficult in the best of circumstances—was made very difficult with the announcement of the state budget forecast. Though the forecast showed a small surplus in the next biennium, the real attention-getter was the almost $6 billion deficit in the two-year cycle after that. With this in mind, the Legislature and the Governor looked to reduce spending in this year's budget in order to get ahead of the budget situation projected for two years from now.

Ultimately, much of the CGMC's work this year became about protecting key programs from cuts while the Legislature also, hopefully, passed a bonding bill to address key infrastructure needs across the state.

Projected deficit threatens LGA; CGMC fights back

With a looming deficit of $6 billion, it became clear that local government aid (LGA) cuts could be part of the discussion. The question, though, would be how and where the threat would arise. For his part, the Governor balanced the budget with cuts in health and human services and education, plus increasing taxes. He did not propose LGA cuts, nor did the evenly split House. The Senate Omnibus Tax Bill was a different matter.

The Senate Tax Bill—chief authored by Sen. Ann Rest (DFL-New Hope)—contained a mixture of spending on new items as well as cuts to various programs, including LGA. Initially, the Senate bill proposed a $20 million cut in LGA, reducing the program from $644 million to $624 million. What

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made the cuts especially egregious were the things that the bill found money to spend on, including a sales tax exemption on ticket sales for future professional golf events to be held in Minnesota. Also concerning was the fact that LGA—which is not tied to inflation and primarily benefits Greater Minnesota—was being cut while the Homestead Credit Refund Program—which grows on auto-pilot every year and mostly benefits the Metro area—was held harmless.

The CGMC testified and lobbied heavily against the Senate Tax Bill, pointing out the inequities contained in the proposal. Our members also weighed in with calls and emails to legislators in both parties. Encouragingly, the House was rock-solid in their support of LGA and opposition to the Senate cuts. As the tax bill was finalized ahead of the June 9th special session, LGA was kept intact for another year.

However, it is clear that ongoing fiscal strain at the state level will continue to threaten LGA and that the CGMC will need to continue to vigorously make the case that LGA is critical to sustaining vital communities throughout the state.

CGMC Executive Director Bradley Peterson testifies in opposition to LGA funding cuts.

CGMC-supported EMS Bill crosses finish line

After last year's success in creating a one-time emergency grant program to bolster emergency medical service (EMS) funding, the CGMC vowed to return to the Capitol and push the Legislature to develop a longer-term sustainable program to support rural EMS services. With the CGMC's help, Sen. Grant Hauschild (DFL-Hermantown) and Rep. Natalie Zeleznikar (R-Fredenberg Township) introduced S.F. 1080 / H.F. 337, which would create an operating deficit grant program for struggling ambulance services.

The CGMC participated in a press conference urging lawmakers to pass H.F. 337, creating an ambulance operating deficit grant program.

As the bill worked its way through House and Senate committees, it became clear that the biggest challenge was finding a way to pay for the bill as the state is facing future deficits, and increasing taxes and fees is generally disfavored by Republicans in the closely divided Legislature.

Ultimately, both the House and Senate passed long-term EMS funding, though the House proposal was more generally aligned with the CGMC's priorities. Working primarily through the House Health Finance and Policy Co-Chairs, the CGMC and other advocates were able to get the operating deficit grant program established and funded for one year. The program will be funded with $16 million from the general fund. Several other sources of dollars for EMS operations were also passed in the final bill, including grants to support workforce development and the creation of an "uncompensated care pool" for EMS services.

More work will need to be done in the coming years to establish a permanent funding source for these critical EMS programs, so the CGMC will continue to make this issue a priority.

Transportation was all about playing defense

After a historic transportation bill in 2023—and given the budget situation the Legislature was facing this session—this session was all about playing defense. There was a concern going in that the phase-in of the auto parts sales tax for funding the Small Cities and Large Cities Assistance accounts could be in jeopardy. While the Legislature did temporarily reduce the auto parts sales tax to the Highway User Tax Distribution Fund (HUTDF), the portion allocated to Small Cities and Large Cities Assistance remains intact.

One of the CGMC's priorities for this session was to create new dedicated funding for transportation paid by drivers of electric vehicles (EVs). The Legislature enacted a surcharge on a sliding scale based on the manufacturer's suggested retail price for both EVs and plug-in hybrid vehicles. This surcharge will be based on the same depreciation schedule as current vehicle registration fees. This new revenue will largely offset the difference in the HUTDF resulting from the reduction in auto parts sales tax revenue and will be ongoing.

To meet the general fund reductions required to balance the state budget, the transportation bill made some significant cuts to transit funding. While most of this was in the metro area, Greater Minnesota transit did see a $22 million reduction in the first biennium. Fortunately, that is only temporary and will return to current levels in fiscal year 2028.

One of the Governor's top priorities was funding for a new state highway patrol headquarters. Given the debt capacity guidelines and relatively small bonding bill this year—where this type of construction project would typically be funded—the Legislature used nearly $100 million in trunk highway funds for the new headquarters. This resulted in less funding being available for other items like state road construction. Unfortunately, Corridors of Commerce will see a temporary reduction to the base of $5 million per year in fiscal years 2028 and 2029.

However, the bonding bill did contain $80 million for transportation, including $42 million for the Local Road Improvement Program and $20 million for the Local Bridge Replacement Program. Also included in the bonding bill is $5 million for Local Road Wetland Replacement (in addition to $3 million in transportation bill.)

Finally, regarding the transportation greenhouse gas emissions law, the CGMC supported changes and a delay that would allow more time to comply with the law. Although a delay did not make it into the final bill, there are some language changes that allow for more flexibility in greenhouse gas (GHG) mitigation.

CGMC Lobbyist Darrin Lee shares the Coalition's position on transportation funding and GHG mitigation policy.

Want to learn more? Visit the CGMC website & follow us on social media!

The CGMC is dedicated to building a strong Greater Minnesota through advocacy and information. If you would like to learn more about the topics discussed here and other important issues, make sure to check out our website and social media for informative handouts, detailed legislative analyses, resource links, and more!

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Housing battle redux

Minnesota cities, legislators, housing developers, and advocates all agree on one thing—Minnesota needs more housing NOW. Unfortunately, we continue to disagree on what policies will promote the construction of more housing. After legislation that would have preempted cities' land use and zoning authority was stopped in 2024, the CGMC and other city groups agreed to participate in a task force to discuss solutions and potential legislation during the interim. Although this task force met three times as a whole and one time with Greater Minnesota cities only, no new proposals emerged from these discussions.

(Clockwise from top left) Craig Clark of Austin, Susan Arntz of Mankato, Gary Kruschke of Owatonna, & Pete Hyduke of Hibbing share stories of housing issues in their communities.

Instead, shortly after session began, the Housing Chairs gathered the city groups and unveiled their "Yes to Homes" package, which included seven bills that largely repackaged the same proposals from the 2024 legislative session. The legislation included a prohibition on parking minimums and design requirements, the creation of an administrative review process to replace current city processes for housing approvals, a requirement that housing be allowed in all areas zoned for commercial use, and allowed for increased density in most city neighborhoods.

The CGMC worked alongside the other city groups throughout the session to draw legislators' attention to the negative impact these proposals could have on our communities and advocated for proposals that could make a positive difference. CGMC staff wrote multiple letters, met repeatedly with legislators, and brought in numerous city officials to testify. Due to our collective efforts, the bills were stopped in the local government committees of both the House and Senate before committee deadlines in March.

Despite the failure to advance, aspects of these proposals continued to appear until the end of the legislative session. After a proposal to implement criteria requiring increased density on applications for state housing funds appeared in the House omnibus bill, we worked with the House chairs to amend the language so that it worked for Greater Minnesota. The Senate Housing Chair still made a last-ditch attempt to pass the "Yes to Homes" package after the deadline with a hearing in the Senate State and Local Government Committee, but they did not have the votes to advance the legislation. In the final weeks of session, the CGMC made a good-faith compromise offer to the Housing Chairs, which was ultimately rejected.

We fully anticipate that they will introduce a similar proposal again during the next legislative session.

CGMC helps pass bonding bill at end of legislative session

In 2024, the Legislature failed to pass a bonding bill. From the start of the 2025 session, the Capital Investment Chairs in both the House and Senate declared their intention to pursue a bonding bill and began holding hearings on agency bills early in the session. The House also held hearings on more than one hundred local projects seeking funding from the bill, and the Governor declared his desire for a bill by introducing his own version. Advocates from across the state—including the CGMC—all called for a bill.

Nonetheless, the passage of a bonding bill was never certain, and the media declared the bonding bill dead as we headed into the special session. Despite the strong desire for a bill from agencies, local governments, and many legislators, multiple factors weighed against passage.

Passing a bonding bill during a budget year is always challenging. A closely divided Legislature and a late start to the legislative session made the task even more daunting. The looming deficit in future years resulted in a significantly lower bonding target with little room for local targets, thereby removing the incentive for some legislators to support a bill.

The CGMC and its coalition partners fought hard throughout session for the passage of a bill with funding for water infrastructure, road and bridge funding, Business Development Public Infrastructure (BDPI), and other priorities. CGMC staff met with individual legislators and the Governor's office, while also submitting letters, participating in press conferences, issuing press releases, and sponsoring a radio ad supporting a bill. The CGMC maintained the pressure until the special session began. In the final days, CGMC staff also worked late hours pushing for changes to water infrastructure programs to increase the funding available to our cities.

In the wee hours of the special session, we were pleased that the Legislature passed a bill with significant investments in water and transportation infrastructure, funding for BDPI, and policy changes to PFA programs, including increased grant caps and the creation of a new program funding emerging contaminant projects.

CGMC staff fought hard for passage of a bonding bill that supports funding for local infrastructure projects.

How to Stay Connected: CGMC media and communication strategies keep members informed, involved, and invested

The CGMC utilizes press conferences, social media campaigns, letters to government officials, virtual and in-person events, and informational handouts and videos to advocate for Greater Minnesota priorities and ensure that our members stay up to date on legislative developments.

Watch our "CGMC 101" Webinar at bit.ly/CGMC-101

CGMC members networking at our annual Fall Conference

CGMC Legislative Action Day panel

CGMC_Communications@flaherty-hood.com

(651) 225-8840

Created for the Coalition of Greater Minnesota Cities by Flaherty & Hood, P.A. July 2025.

2025 Legislative Session:
Final Outcomes on CGMC Priorities

Local Government Aid & Taxes

CGMC Goal	Governor	House	Senate	Final Outcome
Add inflation & population adjustment to LGA appropriation on an ongoing basis	✗	✗	✗	✗
Protect LGA base funding	✓	✓	✗	No cuts to LGA
Allow cities to authorize their own Local Sales Tax under certain circumstances	✗	✗	✓	✗
End local sales tax moratorium	No position	✗	✓	✓

Housing, Economic Development & Child Care

CGMC Goal	Governor	House*	Senate*	Final Outcome
$20M for Greater MN Housing Infrastructure Grants program	✗	$20M	$2.5M	$2M
Eliminate income restriction for housing TIF in Greater MN	✓ Included in agency bill	✓	✓	✗
Oppose one-size-fits-all zoning & land use mandates on cities	Position unclear	Preemptive "Yes to Homes" bills introduced	Preemptive "Yes to Homes" bills introduced	Bills did not advance
$20M in bonding for BDPI	$2.7M	$1.5M	$1.5M	$1.5M
Continue $4.57M base for BDPI for FY26-27	Eliminate base funding	$2.5M cut to base	✓	✓
$20M in bonding for Greater MN Child Care Facilities Grant program	✗	✗	✗	✗
Increase funding for DEED Child Care Economic Development grants	✗	✗	✗	✗

**No standalone House or Senate bonding proposal. Bonding outcomes listed from final joint agreement.*

Prepared by Flaherty & Hood, P.A. for the Coalition of Greater Minnesota Cities

Water & Wastewater Infrastructure

CGMC Goal	Governor	House*	Senate*	Final Outcome
$281M in bonding for PFA programs (PSIG, WIF, federal matching)	$81M	$158M	$158M	$158M
Increase the PSIG cap to $12M	✓	✓	✓	✓
Increase the WIF cap to $10M	✓	✓	✓	✓
Creation & $18M funding for Emerging Contaminants program	$18M	$18M	$18M	$18M
$180M per year for lead service line replacement	✗	✗	✗	$3M

**No standalone House or Senate bonding proposal. Bonding outcomes listed from final joint agreement.*

Transportation

CGMC Goal	Governor	House	Senate	Final Outcome
$400M for Corridors of Commerce	$0	$30M	$10M ongoing	$5M cut for FY28-29 only
$200M for Local Bridge Replacement Program	$0	$3.8M	$14M	$20M
$250M for Local Road Improvement Program	$0	$3.8M	$23M	$42M
Reduce burden of greenhouse gas impact legislation on Greater MN projects	✗	Three-year delay	✗	Minor language change
Increased revenue from electric vehicles	✗	$13.2M FY26-27 $25.9M FY28-29	$25.8M FY26-27 $56M FY28-29	$23.3M FY26-27 $53.2M FY28-29

Emergency Medical Services

CGMC Goal	Governor	House	Senate	Final Outcome
Dedicated, ongoing funding program for PSA license-holders in Greater MN	✗	✓	Temporary grant program	Program created; one-time funding of $16.4M

UPCOMING EVENTS

NOV 13-14 — FALL CONFERENCE
GRAND RAPIDS, MN

MAR 25 2026 — LEGISLATIVE ACTION DAY
ST. PAUL, MN

JUL 22-24 2026 — SUMMER CONFERENCE
NEW ULM, MN

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2025 FALL CONFERENCE

NOV. 13-14, 2025

JOIN US FOR OUR ANNUAL 2-DAY, IN-PERSON CONFERENCE IN GRAND RAPIDS! THE EVENT WILL FEATURE INFORMATIVE SPEAKERS, INTERACTIVE DISCUSSIONS, AND AN OPPORTUNITY FOR THE FULL CGMC MEMBERSHIP TO REVIEW AND ADOPT CGMC'S POLICY POSITIONS AND PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION.

TIMBERLAKE LODGE & EVENT CENTER
144 17TH ST SE, GRAND RAPIDS, MN 55744

Mark Your Calendars!

AND STAY TUNED FOR REGISTRATION INFORMATION.

FOR QUESTIONS, PLEASE CONTACT EMMA NELSON AT ENNELSON@FLAHERTY-HOOD.COM OR 651-259-1936.

greatermncities.org

LABOR & EMPLOYEE RELATIONS PROGRAM

Purpose

The purpose of the Coalition of Greater Minnesota Cities Labor & Employee Relations Program is to 1) to **develop a coordinated effort among Greater Minnesota cities** on managing labor and employee relations and negotiating labor contracts through **researching and developing databases**, **advocating positive changes to labor processes**, and by **providing a forum for networking, discussing and implementing uniform labor policies and negotiating strategies**; and 2) to make available **expert and coordinated advice**—at a significantly reduced rate—on employment and labor relations issues facing Greater Minnesota cities.

CGMC Labor Program Services

Newsletter on relevant labor relations and public employment issues

Maintain **wages and insurance database** to track contract settlements and interest arbitration awards

Analyze and summarize labor relations and public employment **legislative changes** to report to cities

Sustain **cluster analysis database** to identify comparable cities for contract negotiations and interest arbitrations

Prepare and present **Labor and Employee Relations Seminars**

Develop **arbitrator selection database** for cities to analyze and select arbitrators in grievance and interest arbitrations

Prepare and present information at **Labor Committee Meetings and Webinars**

Develop joint labor contract negotiation **strategy and policy positions/guidelines**

Coordinate efforts with the League of Minnesota Cities and other organizations and governmental agencies

Individual Consultation Services

CGMC members have access to consultation services on labor relations and public employment issues impacting their individual city on a reduced fee-for-service basis through the law firm of Flaherty & Hood, P.A. Examples of services provided by Flaherty & Hood are listed below.

Employment Law Services

Represent cities in negotiations, mediation, arbitrations, administrative proceedings, litigation, and appeals

Advise on compliance with labor and employment laws, hiring employees, investigating misconduct, harassment and discrimination, and discipline and discharge actions

Investigate misconduct, performance problems, harrassment, and discrimination

Labor Relations Services

Represent cities in **labor contract negotiations** and mediations with employee unions

Compile and summarize data from comparable cities on wages, health insurance, and other data

Investigate employee and union **grievances**, draft responses and settlement proposals, and attend grievance meetings

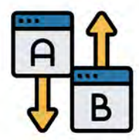
Represent cities in **arbitration hearings** and compile and analyze relevant data

Research state-provided lists of arbitrators and provide ranking order for purposes of **striking and selection**

Prepare filings with the **Bureau of Mediation Services** (BMS)

Job Classification and Compensation Services

Review job classifications, conduct interviews, and **analyze job descriptions**



Prepare and establish **comparisons of jobs** to determine the appropriate job worth

Draft classification and **compensation** plans, establish pay structure, and total compensation packages

Review, analyze, and advise on **pay equity** and represent in any legal compliance matter

Analyze and **make organizational recommendations** on work processes, structure, staffing, and retention

Human Resources

Draft, revise, and interpret employee handbooks, evaluations, manuals, and job descriptions

Conduct **training session for management** on hiring, performance matters, handling grievances, and other employee matters.

Contact Us

For more information, call Flaherty & Hood, CGMC's representative, at 651-225-8840 or email at CGMC_Communications@Flaherty-Hood.com or contact the labor and employment attorneys or analyst.

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LGA/PROPERTY TAXES & GENERAL INQUIRIES

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ENVIRONMENT & ENERGY

Wastewater Treatment, Drinking Water Infrastructure, PFA Programs, & Water Regulation

Elizabeth Wefel	eawefel@flaherty-hood.com	Office: (651) 259-1924 Cell: (651) 492-3998

ANNEXATION & LAND USE

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GENERAL ECONOMIC DEVELOPMENT (CGMC/GMNP)

Housing, Child Care, & Workforce Development

Darielle Dannen	djdannen@flaherty-hood.com	Office: (651) 259-1908 Cell: (612) 991-5744

TRANSPORTATION

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Visit us at www.greatermncities.org.

Created for the Coalition of Greater MN Cities by Flaherty & Hood, P.A. 9/29/25.

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