



## CITY COUNCIL AGENDA

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Monday, October 2, 2023 @ 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: 2498 994 8668

**Personnel and Finance Committee at 7:00 PM** - Meeting Access Code: 2487 473 5169

**Safety and Public Works Committee at 7:00 PM** - Meeting Access Code: 2485 194 4162

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

1. **Call To Order**

2. **Roll Call**

\_\_\_ M. O'Day \_\_\_ K. Stunek \_\_\_ K. Terry \_\_\_ T. Stenglein \_\_\_ G. Johnson \_\_\_ J. Czczok \_\_\_ K.  
Bevans \_\_\_ Mayor Badeaux

3. **Pledge of Allegiance**

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

5. **Consent Calendar**

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

A. **Approval of Bills**

B. **Approval of Minutes**

C. **Contractor Licenses**

D. **Department Activity Reports**

E. **Approve Filling Station License Application Submitted by Northdale Oil 421 NE Washington Street**

F. **Approve Tobacco License Application Northdale Oil 421 NE Washington Street Contingent Upon Approvals**

- G. **Approve Temporary On-Sale Liquor License Application Submitted by The Crossing Arts Alliance for Events to be held on October 6th and 27th at 711 Laurel St, Brainerd**
- H. **Approve Temporary On-Sale Liquor License Application Submitted by Bridges of Hope for an Event to be held on October 8th at Gichi-ziibi Center for the Arts, 602 S 5th St, Brainerd**
  - I. Approve 2023 Wage Grid for Electric Distribution Supervisor Position as Presented and Authorize Staff to Begin Hiring Process.
- 6. **Presentation**
  - A. **Armed Forces Tribute Committee**
- 7. **Council Committee Reports**
  - A. **Personnel & Finance Committee**
    - 1. Adopt Resolution Authorizing The Execution Of Traffic Safety Enforcement Grant
    - 2. Approve Promotion of Miranda Halverson to Police Administrative Supervisor
    - 3. Approval of 2024 Health Insurance Broker Agreement
    - 4. Consider IntraFi Cash Service (ICS) Agreement with Bremer
    - 5. Discussion on Lakes Area Media Collaborative
  - B. **Safety & Public Works Committee**
    - 1. Authorize SRF to Apply for Active Transportation (AT) Grant
    - 2. Request to Award Improvement 23-12 - SW 4th Street Washout Repair Project
    - 3. Approve Downtown Snow Removal Bids
    - 4. Approve 2024-2033 Capital Improvement Plan
- 8. **Unfinished Business**
  - A. **Call for Applicants**
    - Mayor Recommended: (terms to expire on 12/31 of said year)**
    - Charter Commission – 2 terms (Expire 2026) 2 terms (Expire 2025)**
    - Library Board- 1 term (Expire 2025)**
    - Rental Dwelling License Board of Appeals – 5 terms (Expire 2024)**
    - TAC-- 1 term (Expire 2023)**
    - Mayor Recommended: (terms to expire on 9/7 of said year)**
    - EDA- 1 term (Expire 2026)**
    - Council President Recommended: (terms expire on 12/31 of said year)**
    - Parking Commission-- 1 term (Expire 2026)**

- B. **Final Reading - Proposed Ordinance 1556 - Creating Section 1350 of the City Code - Micromobility**
  - C. Final Reading and Public Hearing - Proposed Ordinance 1557 - Amendment to Section 1015.07 of the City Code Pertaining to Payment of Fees
  - D. **Final Reading and Public Hearing - Proposed Ordinance 1558 - Rental Dwelling License Board of Appeals**
9. **New Business**
- A. **Consider Conditional Use Permit for an Animal Clinic at 1606 Mill Ave.**
  - B. **Consider Interim Use Permit for a Short-Term Rental at 502 Juniper St.**
  - C. **First Reading - Proposed Ordinance No. 1559 - Off-Street Parking and Outdoor Storage**
  - D. **First Reading- Proposed Ordinance 1560- Amending Section 1505.03 of the City Code- Authorizing the Police Department to Conduct Background Checks for Tobacco, Tobacco Products, and Tobacco Related Product License Applications**
  - E. **Consider Requesting Crow Wing County to not Tax Brainerd Residents for Airport Contribution**
10. **Public Forum**  
Time allocated for citizens to bring matters not on the agenda to the attention of the Council -  
Time limits may be imposed
11. **Staff Reports**  
(Verbal: Any Updates since Packet)
12. **Mayor's Report**
13. **Council Member Reports**
14. **Adjourn**  
Adjourn to Closed Labor Negotiation Strategy Session pursuant to MN Statutes, 13D.03, Subd 1(b)  
to prepare for Negotiations with the IBEW Local No. 31 Unions

Visit the City's Website at [www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

#### MISSION

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

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User: pziemer

DB: Brainerd

## INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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| Inv Num<br>Inv Ref#                   | Vendor<br>Description<br>GL Distribution                         | Inv Date<br>Entered By | Due Date   | Inv Amt | Amt Due | Status | Jrnalized<br>Post Date |
|---------------------------------------|------------------------------------------------------------------|------------------------|------------|---------|---------|--------|------------------------|
| Vendor 0011 - ACE HARDWARE:           |                                                                  |                        |            |         |         |        |                        |
| 318486/1<br>79371                     | ACE HARDWARE<br>CHALK LINE CHALK<br>235-3170-42210               | 09/20/2023<br>pziemer  | 10/04/2023 | 13.49   | 13.49   | Open   | N<br>10/04/2023        |
|                                       | OPERATING SUPPLIES                                               |                        |            | 13.49   |         |        |                        |
| 318408/1<br>79406                     | ACE HARDWARE<br>CHALK LINE AND CHALK<br>235-3170-42210           | 09/18/2023<br>pziemer  | 10/04/2023 | 8.99    | 8.99    | Open   | N<br>10/04/2023        |
|                                       | OPERATING SUPPLIES                                               |                        |            | 8.99    |         |        |                        |
| 318480/1<br>79415                     | ACE HARDWARE<br>NOZZLE GUN<br>225-2220-42210                     | 09/19/2023<br>pziemer  | 10/04/2023 | 8.99    | 8.99    | Open   | N<br>10/04/2023        |
|                                       | OPERATING SUPPLIES                                               |                        |            | 8.99    |         |        |                        |
| 318550/1<br>79424                     | ACE HARDWARE<br>FIREARMS TRAINING SUPPLIES<br>225-2120-43330     | 09/21/2023<br>pziemer  | 10/04/2023 | 33.27   | 33.27   | Open   | N<br>10/04/2023        |
|                                       | PROFESSIONAL DEVELOPMENT                                         |                        |            | 33.27   |         |        |                        |
| 318173/1<br>79426                     | ACE HARDWARE<br>JCP REPAIRS - BOLT<br>230-5200-42220             | 09/08/2023<br>pziemer  | 10/04/2023 | 8.99    | 8.99    | Open   | N<br>10/04/2023        |
|                                       | REPAIR & MAINT                                                   |                        |            | 8.99    |         |        |                        |
| 318295/1<br>79427                     | ACE HARDWARE<br>MILLS FIELD - WASP SPRAY<br>230-5200-42221       | 09/13/2023<br>pziemer  | 10/04/2023 | 7.00    | 7.00    | Open   | N<br>10/04/2023        |
|                                       | R&M- MILLS FIELD                                                 |                        |            | 7.00    |         |        |                        |
| 318674/1<br>79493                     | ACE HARDWARE<br>DUCT TAPE<br>235-3100-42220                      | 09/26/2023<br>pziemer  | 10/04/2023 | 22.48   | 22.48   | Open   | N<br>10/04/2023        |
|                                       | REPAIR & MAINT                                                   |                        |            | 22.48   |         |        |                        |
| 318658/1<br>79494                     | ACE HARDWARE<br>GREASE LINE EXTENSION KIT TOTE<br>235-3100-42220 | 09/26/2023<br>pziemer  | 10/04/2023 | 22.49   | 22.49   | Open   | N<br>10/04/2023        |
|                                       | REPAIR & MAINT                                                   |                        |            | 22.49   |         |        |                        |
| 318608/1<br>79508                     | ACE HARDWARE<br>PAINT/TRAYS<br>230-5200-42220                    | 09/25/2023<br>pziemer  | 10/04/2023 | 17.06   | 17.06   | Open   | N<br>10/04/2023        |
|                                       | REPAIR & MAINT                                                   |                        |            | 17.06   |         |        |                        |
| Total for vendor 0011 - ACE HARDWARE: |                                                                  |                        |            | 142.76  | 142.76  |        |                        |

Vendor 2670 - AMERICAN STEEL SUPPLY INC:



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|------------------------------------------|--------------------------------------------------------------------------------|------------------------|------------|------------------|---------|--------|-----------------------|
| 117358<br>79509                          | AMERICAN STEEL SUPPLY INC<br>SKID STEER ATTMT-DWNTWN WREATHS<br>401-1003-43430 | 09/20/2023<br>pziemer  | 10/04/2023 | 781.84<br>781.84 | 781.84  | Open   | N<br>10/04/2023       |
| 117395<br>79510                          | AMERICAN STEEL SUPPLY INC<br>BUCKET LIFT PARTS<br>401-1003-43430               | 09/22/2023<br>pziemer  | 10/04/2023 | 33.54<br>33.54   | 33.54   | Open   | N<br>10/04/2023       |
|                                          | MISCELLANEOUS                                                                  |                        |            | 33.54            |         |        |                       |
|                                          | Total for vendor 2670 - AMERICAN STEEL SUPPLY INC:                             |                        |            | 815.38           | 815.38  |        |                       |
| Vendor 2846 - AMERICAN WELDING-GAS INC:  |                                                                                |                        |            |                  |         |        |                       |
| 09596238<br>79428                        | AMERICAN WELDING-GAS INC<br>MIG WELDING WIRE<br>230-5200-42220                 | 09/22/2023<br>pziemer  | 10/04/2023 | 121.75<br>121.75 | 121.75  | Open   | N<br>10/04/2023       |
|                                          | REPAIR & MAINT                                                                 |                        |            | 121.75           |         |        |                       |
| 09598775<br>79495                        | AMERICAN WELDING-GAS INC<br>BAND SAW BLADE<br>235-3100-42220                   | 09/25/2023<br>pziemer  | 10/04/2023 | 53.08<br>53.08   | 53.08   | Open   | N<br>10/04/2023       |
|                                          | REPAIR & MAINT                                                                 |                        |            | 53.08            |         |        |                       |
|                                          | Total for vendor 2846 - AMERICAN WELDING-GAS INC:                              |                        |            | 174.83           | 174.83  |        |                       |
| Vendor 0041 - ANDERSON BROTHERS CONSTRU: |                                                                                |                        |            |                  |         |        |                       |
| 33405<br>79412                           | ANDERSON BROTHERS CONSTRU<br>1.7 HOT MIX<br>235-3100-42220                     | 09/12/2023<br>pziemer  | 10/04/2023 | 127.50<br>127.50 | 127.50  | Open   | N<br>10/04/2023       |
|                                          | REPAIR & MAINT                                                                 |                        |            | 127.50           |         |        |                       |
| 33471<br>79437                           | ANDERSON BROTHERS CONSTRU<br>QTY 2.15 HOT MIX<br>235-3100-42220                | 09/19/2023<br>pziemer  | 10/04/2023 | 161.25<br>161.25 | 161.25  | Open   | N<br>10/04/2023       |
|                                          | REPAIR & MAINT                                                                 |                        |            | 161.25           |         |        |                       |
| 33472<br>79438                           | ANDERSON BROTHERS CONSTRU<br>QTY 2.12 HOT MIX<br>235-3100-42220                | 09/19/2023<br>pziemer  | 10/04/2023 | 159.00<br>159.00 | 159.00  | Open   | N<br>10/04/2023       |
|                                          | REPAIR & MAINT                                                                 |                        |            | 159.00           |         |        |                       |
|                                          | Total for vendor 0041 - ANDERSON BROTHERS CONSTRU:                             |                        |            | 447.75           | 447.75  |        |                       |
| Vendor 0039 - ARAMARK UNIFORM SERVICES:  |                                                                                |                        |            |                  |         |        |                       |
| 2530184120<br>79388                      | ARAMARK UNIFORM SERVICES<br>RUGS AND OVERALLS<br>235-3100-43430                | 09/14/2023<br>pziemer  | 10/04/2023 | 76.56<br>76.56   | 76.56   | Open   | N<br>10/04/2023       |
|                                          | MISCELLANEOUS                                                                  |                        |            | 76.56            |         |        |                       |

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|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|---------------------------------------------------------------|-----------------|--------|-----------------------|
| 2530187725<br>79400                          | ARAMARK UNIFORM SERVICES<br>RUGS AND OVERALLS<br>235-3100-43430<br>MISCELLANEOUS<br>Total for vendor 0039 - ARAMARK UNIFORM SERVICES:                                                                                 | 09/21/2023<br>pziemer  | 10/04/2023 | 53.27<br>53.27<br>129.83                                      | 53.27<br>129.83 | Open   | N<br>10/04/2023       |
| Vendor 3859 - ASL INTERPRETING SERVICES INC: |                                                                                                                                                                                                                       |                        |            |                                                               |                 |        |                       |
| INV-00235-A<br>79372                         | ASL INTERPRETING SERVICES INC<br>INTERPRETING SERVICES<br>225-2120-43300<br>PROFESSIONAL SERVICES<br>Total for vendor 3859 - ASL INTERPRETING SERVICES INC:                                                           | 09/20/2023<br>pziemer  | 10/04/2023 | 13.79<br>13.79<br>13.79                                       | 13.79           | Open   | N<br>10/04/2023       |
| Vendor 0748 - BJERGA FEED STORES:            |                                                                                                                                                                                                                       |                        |            |                                                               |                 |        |                       |
| 1388503<br>79511                             | BJERGA FEED STORES<br>GGP & KIWANIS GRASS SEED<br>230-5200-42220<br>REPAIR & MAINT<br>Total for vendor 0748 - BJERGA FEED STORES:                                                                                     | 09/21/2023<br>pziemer  | 10/04/2023 | 288.00<br>288.00<br>288.00                                    | 288.00          | Open   | N<br>10/04/2023       |
| Vendor 3966 - BLUE SKY TRANSIT:              |                                                                                                                                                                                                                       |                        |            |                                                               |                 |        |                       |
| 82023<br>79533                               | BLUE SKY TRANSIT<br>AUG 2023 THIRD PARTY SERVICES<br>203-9000-42212<br>MOTOR FUELS<br>203-9000-43401<br>VEHICLE REPAIRS<br>203-9000-43440<br>TRANSIT SERVICE CONTRACT PY<br>Total for vendor 3966 - BLUE SKY TRANSIT: | 09/01/2023<br>pziemer  | 10/04/2023 | 106,700.85<br>4,901.31<br>7,787.11<br>94,012.43<br>106,700.85 | 106,700.85      | Open   | N<br>10/04/2023       |
| Vendor 0074 - BRAINERD GENERAL RENTAL:       |                                                                                                                                                                                                                       |                        |            |                                                               |                 |        |                       |
| 166639<br>79429                              | BRAINERD GENERAL RENTAL<br>BOOM LIFT RENTAL - MILLS BACKSTOP/NE<br>230-5200-42221<br>R&M- MILLS FIELD<br>Total for vendor 0074 - BRAINERD GENERAL RENTAL:                                                             | 09/15/2023<br>pziemer  | 10/04/2023 | 145.00<br>145.00<br>145.00                                    | 145.00          | Open   | N<br>10/04/2023       |
| Vendor 0078 - BRAINERD LAKES AREA DEV C:     |                                                                                                                                                                                                                       |                        |            |                                                               |                 |        |                       |
| SEPT 23<br>79408                             | BRAINERD LAKES AREA DEV C<br>SEPT 23 ECONOMIC DEVELOPMENT CONSULT<br>295-6510-43300<br>PROFESSIONAL SERVICES<br>Total for vendor 0078 - BRAINERD LAKES AREA DEV C:                                                    | 09/22/2023<br>pziemer  | 10/04/2023 | 2,916.67<br>2,916.67<br>2,916.67                              | 2,916.67        | Open   | N<br>10/04/2023       |

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|------------------------------------------|--------------------------------------------------------------------|-------------------------|------------|-----------|-----------|--------|------------------------|
| Vendor 0296 - BRAINERD PUBLIC UTILITIES: |                                                                    |                         |            |           |           |        |                        |
| AUG 23/CITY                              |                                                                    |                         |            |           |           |        |                        |
| 79391                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 CITY UTILITIES        | 09/01/2023<br>pziemer   | 10/04/2023 | 3,352.64  | 3,352.64  | Open   | N<br>10/04/2023        |
|                                          | 101-1940-43381                                                     | BPU UTILITIES           |            | 3,134.13  |           |        |                        |
|                                          | 101-9200-43381                                                     | BPU UTILITIES           |            | 131.09    |           |        |                        |
|                                          | 236-3180-43381                                                     | BPU UTILITIES           |            | 36.00     |           |        |                        |
|                                          | 401-1003-43430                                                     | MISCELLANEOUS           |            | 51.42     |           |        |                        |
| AUG 23/STRTS                             |                                                                    |                         |            |           |           |        |                        |
| 79392                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 STREETS DEPT          | 09/01/2023<br>pziemer   | 10/04/2023 | 23,914.33 | 23,914.33 | Open   | N<br>10/04/2023        |
|                                          | 235-3100-43381                                                     | BPU UTILITIES           |            | 23,914.33 |           |        |                        |
| AUG 23/PD                                |                                                                    |                         |            |           |           |        |                        |
| 79393                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 POLICE DEPT UTILITIES | 09/01/2023<br>pziemer   | 10/04/2023 | 4,782.21  | 4,782.21  | Open   | N<br>10/04/2023        |
|                                          | 225-2120-43381                                                     | BPU UTILITIES           |            | 4,782.21  |           |        |                        |
| AUG 23/PARKS                             |                                                                    |                         |            |           |           |        |                        |
| 79403                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 PARKS UTILITIES       | 09/24/2023<br>pziemer   | 10/04/2023 | 18,089.59 | 18,089.59 | Open   | N<br>10/04/2023        |
|                                          | 230-5200-43381                                                     | BPU UTILITIES           |            | 16,416.14 |           |        |                        |
|                                          | 230-5200-43381                                                     | BPU UTILITIES           |            | 608.98    |           |        |                        |
|                                          | 230-5280-43380                                                     | UTILITIES               |            | 816.37    |           |        |                        |
|                                          | 230-5280-43380                                                     | UTILITIES               |            | 70.10     |           |        |                        |
|                                          | 230-5280-43380                                                     | UTILITIES               |            | 178.00    |           |        |                        |
| AUG 23/LIBRARY                           |                                                                    |                         |            |           |           |        |                        |
| 79404                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 LIBRARY UTILITIES     | 09/01/2023<br>pziemer   | 10/04/2023 | 2,653.32  | 2,653.32  | Open   | N<br>10/04/2023        |
|                                          | 211-5500-43381                                                     | BPU UTILITIES           |            | 2,653.32  |           |        |                        |
| AUG 23/FIRE                              |                                                                    |                         |            |           |           |        |                        |
| 79405                                    | BRAINERD PUBLIC UTILITIES<br>7/24/23-8/24/23 FIRE DEPT UTILITIES   | 09/01/2023<br>pziemer   | 10/04/2023 | 2,151.75  | 2,151.75  | Open   | N<br>10/04/2023        |
|                                          | 225-2220-43381                                                     | BPU UTILITIES           |            | 2,151.75  |           |        |                        |
| SEPT 23 COBRA                            |                                                                    |                         |            |           |           |        |                        |
| 79425                                    | BRAINERD PUBLIC UTILITIES<br>REMIT SEPT & AUG 2023 COBRA           | 09/22/2023<br>pziemer   | 10/04/2023 | 151.10    | 151.10    | Open   | N<br>10/04/2023        |
|                                          | 101-0000-14100                                                     | DUE FROM COMPONENT UNIT |            | 151.10    |           |        |                        |
|                                          | Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:                 |                         |            | 55,094.94 | 55,094.94 |        |                        |
| Vendor MISC - BRIAN ERNEST BINSTOCK:     |                                                                    |                         |            |           |           |        |                        |
| ICR 23003546                             |                                                                    |                         |            |           |           |        |                        |
| 79540                                    | BRIAN ERNEST BINSTOCK<br>REFUND FOR PARKING TICKET MN REVENUE      | 09/27/2023<br>pziemer   | 10/04/2023 | 65.00     | 65.00     | Open   | N<br>10/04/2023        |
|                                          | 225-2120-35102                                                     | PARKING FINES           |            | 65.00     |           |        |                        |

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| Total for vendor MISC - BRIAN ERNEST BINSTOCK:   |                                                                                  |                        |            | 65.00   | 65.00   |        |                        |
| Vendor 0102 - CANON FINANCIAL SERVICE:           |                                                                                  |                        |            |         |         |        |                        |
| 31109184<br>79366                                | CANON FINANCIAL SERVICE<br>9-1-23 - 9/30/23 LIBRARY COPIER<br>211-5505-43430     | 09/01/2023<br>pziemer  | 10/04/2023 | 77.97   | 77.97   | Open   | N<br>10/04/2023        |
|                                                  | MISC - COPY MACHINE PYMTS                                                        |                        |            | 77.97   |         |        |                        |
| 31105726<br>79367                                | CANON FINANCIAL SERVICE<br>9/1/23 - 9/30/23 LIBRARY COPIER<br>211-5505-43430     | 09/01/2023<br>pziemer  | 10/04/2023 | 19.73   | 19.73   | Open   | N<br>10/04/2023        |
|                                                  | MISC - COPY MACHINE PYMTS                                                        |                        |            | 19.73   |         |        |                        |
| 31280987<br>79423                                | CANON FINANCIAL SERVICE<br>FD COPIER CONTRACT 10/1/23-10/31/23<br>225-2220-43331 | 09/23/2023<br>pziemer  | 10/04/2023 | 80.69   | 80.69   | Open   | N<br>10/04/2023        |
|                                                  | LEASED PAYMENTS                                                                  |                        |            | 80.69   |         |        |                        |
| Total for vendor 0102 - CANON FINANCIAL SERVICE: |                                                                                  |                        |            | 178.39  | 178.39  |        |                        |
| Vendor MISC - CORY HEINLEN:                      |                                                                                  |                        |            |         |         |        |                        |
| 60973853<br>79536                                | CORY HEINLEN<br>REFUND SOFTBALL REGISTRATION<br>230-5215-34750                   | 09/21/2023<br>pziemer  | 10/04/2023 | 350.00  | 350.00  | Open   | N<br>10/04/2023        |
|                                                  | ADULT SOFTBALL REVENUE - TAXABLE                                                 |                        |            | 324.45  |         |        |                        |
|                                                  | STATE TAX PAYABLE                                                                |                        |            | 22.31   |         |        |                        |
|                                                  | COUNTY SALES TAX                                                                 |                        |            | 1.62    |         |        |                        |
|                                                  | CITY TAX PAYABLE                                                                 |                        |            | 1.62    |         |        |                        |
| Total for vendor MISC - CORY HEINLEN:            |                                                                                  |                        |            | 350.00  | 350.00  |        |                        |
| Vendor 0133 - CWC RECORDER:                      |                                                                                  |                        |            |         |         |        |                        |
| 23-8419<br>79414                                 | CWC RECORDER<br>VARIANCE RECORDING 11617 ANDREW STREET<br>101-2400-43350         | 09/19/2023<br>pziemer  | 10/04/2023 | 46.00   | 46.00   | Open   | N<br>10/04/2023        |
|                                                  | PRINTING/LEGAL PUBLICATION                                                       |                        |            | 46.00   |         |        |                        |
| 23-8345<br>79434                                 | CWC RECORDER<br>CONDITIONAL USE - 703 OAK STREET<br>101-2400-43350               | 09/18/2023<br>pziemer  | 10/04/2023 | 46.00   | 46.00   | Open   | N<br>10/04/2023        |
|                                                  | PRINTING/LEGAL PUBLICATION                                                       |                        |            | 46.00   |         |        |                        |
| Total for vendor 0133 - CWC RECORDER:            |                                                                                  |                        |            | 92.00   | 92.00   |        |                        |
| Vendor 3438 - DAHLHEIMER BEVERAGE:               |                                                                                  |                        |            |         |         |        |                        |
| 2008745<br>79421                                 | DAHLHEIMER BEVERAGE<br>JANITORIAL SUPPLIES - LIBRARY                             | 09/22/2023<br>pziemer  | 10/04/2023 | 62.40   | 62.40   | Open   | N<br>10/04/2023        |

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|---------------------|--------------------------------------------------------------|------------------------|------------|---------|---------|--------|-----------------------|
|                     | 211-5500-43430                                               | MISCELLANEOUS          |            | 62.40   |         |        |                       |
| 2007998<br>79512    | DAHLHEIMER BEVERAGE<br>TOILET PAPER/LINERS<br>230-5200-42220 | 09/19/2023<br>pziemer  | 10/04/2023 | 285.50  | 285.50  | Open   | N<br>10/04/2023       |
|                     | REPAIR & MAINT                                               |                        |            | 285.50  |         |        |                       |
|                     | Total for vendor 3438 - DAHLHEIMER BEVERAGE:                 |                        |            | 347.90  | 347.90  |        |                       |

## Vendor 1381 - DECHANTAL EXCAVATING LLC:

|                              |                                                                                      |                       |            |           |           |      |                 |
|------------------------------|--------------------------------------------------------------------------------------|-----------------------|------------|-----------|-----------|------|-----------------|
| IMP 22:06 PAY REQ 3<br>79402 | DECHANTAL EXCAVATING LLC<br>22:06 HARRISON SRTS<br>401-9030-45530-22:06              | 09/21/2023<br>pziemer | 10/04/2023 | 48,723.34 | 48,723.34 | Open | N<br>10/04/2023 |
|                              | CAPITAL-PYMTS TO CONTRACTS                                                           |                       |            | 48,723.34 |           |      |                 |
| 4709<br>79432                | DECHANTAL EXCAVATING LLC<br>BLACK DIRT - PARKS R&M<br>230-5200-42220                 | 09/24/2023<br>pziemer | 10/04/2023 | 210.00    | 210.00    | Open | N<br>10/04/2023 |
|                              | REPAIR & MAINT                                                                       |                       |            | 210.00    |           |      |                 |
| 4710<br>79433                | DECHANTAL EXCAVATING LLC<br>BLACK DIRT - S 10TH ST -SEWER LINE R&M<br>237-3190-42220 | 09/24/2023<br>pziemer | 10/04/2023 | 1,916.00  | 1,916.00  | Open | N<br>10/04/2023 |
|                              | REPAIR & MAINT                                                                       |                       |            | 1,916.00  |           |      |                 |
|                              | Total for vendor 1381 - DECHANTAL EXCAVATING LLC:                                    |                       |            | 50,849.34 | 50,849.34 |      |                 |

## Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:

|                    |                                                                                                  |                       |            |        |        |      |                 |
|--------------------|--------------------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| SEPT 2023<br>79407 | DESTINATION DOWNTOWN BRAINERD COALI<br>SEPT 23 ECONOMIC DEVELOPMENT CONSULTING<br>295-6510-43300 | 09/22/2023<br>pziemer | 10/04/2023 | 909.09 | 909.09 | Open | N<br>10/04/2023 |
|                    | PROFESSIONAL SERVICES                                                                            |                       |            | 909.09 |        |      |                 |
|                    | Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:                                     |                       |            | 909.09 | 909.09 |      |                 |

## Vendor 2527 - DIGITAL INK DESIGN &amp; GRAPHICS:

|                |                                                                              |                       |            |        |        |      |                 |
|----------------|------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 34702<br>79413 | DIGITAL INK DESIGN & GRAPHICS<br>LUM PARK SIGNS<br>230-5200-42210            | 09/12/2023<br>pziemer | 10/04/2023 | 70.00  | 70.00  | Open | N<br>10/04/2023 |
|                | OPERATING SUPPLIES                                                           |                       |            | 70.00  |        |      |                 |
| 34741<br>79535 | DIGITAL INK DESIGN & GRAPHICS<br>PLOW DECALS - PLOW BUNYAN<br>235-3125-42210 | 09/21/2023<br>pziemer | 10/04/2023 | 45.00  | 45.00  | Open | N<br>10/04/2023 |
|                | OPERATING SUPPLIES                                                           |                       |            | 45.00  |        |      |                 |
|                | Total for vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:                       |                       |            | 115.00 | 115.00 |      |                 |

## Vendor 0921 - DONDELINGER'S:

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|---------------------|-----------------------------------------------------|------------------------|------------|---------|---------|--------|------------------------|
| 140895<br>79416     | DONDELINGER'S<br>FD TAHOE REPAIRS<br>225-2220-42220 | 09/13/2023<br>pziemer  | 10/04/2023 | 263.35  | 263.35  | Open   | N<br>10/04/2023        |
|                     | REPAIR & MAINT                                      |                        |            | 263.35  |         |        |                        |
|                     | Total for vendor 0921 - DONDELINGER'S:              |                        |            | 263.35  | 263.35  |        |                        |

## Vendor 3320 - ESSENTIA HEALTH:

800007080-5/31/23

|       |                                                                                           |                       |            |        |        |      |                 |
|-------|-------------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 79394 | ESSENTIA HEALTH<br>RANDOM DOT DRUG/ALCOHOL SCREENINGS<br>235-3100-43430<br>260-9020-43324 | 09/01/2023<br>pziemer | 10/04/2023 | 150.00 | 150.00 | Open | N<br>10/04/2023 |
|       | MISCELLANEOUS                                                                             |                       |            | 125.00 |        |      |                 |
|       | SAFETY TRAINING/PHYSICALS                                                                 |                       |            | 25.00  |        |      |                 |

800007080-7/4/23

|       |                                                                                                               |                       |            |        |        |      |                 |
|-------|---------------------------------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 79395 | ESSENTIA HEALTH<br>QTY 5 NON-DOT PRE-EMPLOYMENT TESTING<br>235-3100-43430<br>225-2220-43300<br>230-5200-43430 | 09/01/2023<br>pziemer | 10/04/2023 | 560.00 | 560.00 | Open | N<br>10/04/2023 |
|       | MISCELLANEOUS                                                                                                 |                       |            | 125.00 |        |      |                 |
|       | PROFESSIONAL SERVICES                                                                                         |                       |            | 310.00 |        |      |                 |
|       | MISCELLANEOUS                                                                                                 |                       |            | 125.00 |        |      |                 |

800007080-7/31/23

|       |                                                                                                                               |                       |            |        |        |      |                 |
|-------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 79396 | ESSENTIA HEALTH<br>QTY 6 TESTINGS - DOT/NONDOT/RANDOM<br>225-2120-43300<br>225-2220-43300<br>235-3100-43430<br>260-9020-43324 | 09/01/2023<br>pziemer | 10/04/2023 | 513.00 | 513.00 | Open | N<br>10/04/2023 |
|       | PROFESSIONAL SERVICES                                                                                                         |                       |            | 125.00 |        |      |                 |
|       | PROFESSIONAL SERVICES                                                                                                         |                       |            | 155.00 |        |      |                 |
|       | MISCELLANEOUS                                                                                                                 |                       |            | 158.00 |        |      |                 |
|       | SAFETY TRAINING/PHYSICALS                                                                                                     |                       |            | 75.00  |        |      |                 |

800007080-9/4/23

|       |                                                                           |                       |            |        |        |      |                 |
|-------|---------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 79397 | ESSENTIA HEALTH<br>QTY 1 NON-DOT PRE-EMPLOYMENT TESTING<br>225-2120-43300 | 09/01/2023<br>pziemer | 10/04/2023 | 125.00 | 125.00 | Open | N<br>10/04/2023 |
|       | PROFESSIONAL SERVICES                                                     |                       |            | 125.00 |        |      |                 |

800007080-4/30/23

|       |                                                                    |                       |            |          |          |      |                 |
|-------|--------------------------------------------------------------------|-----------------------|------------|----------|----------|------|-----------------|
| 79399 | ESSENTIA HEALTH<br>QTY 3 RANDOM DOT DRUG/ALCOHOL<br>235-3100-43430 | 09/01/2023<br>pziemer | 10/04/2023 | 75.00    | 75.00    | Open | N<br>10/04/2023 |
|       | MISCELLANEOUS                                                      |                       |            | 75.00    |          |      |                 |
|       | Total for vendor 3320 - ESSENTIA HEALTH:                           |                       |            | 1,423.00 | 1,423.00 |      |                 |

## Vendor 0177 - FIRST IMPRESSION PRINTING:

|                |                                                                        |                       |            |        |        |      |                 |
|----------------|------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 88624<br>79389 | FIRST IMPRESSION PRINTING<br>TEMP DETOUR SIGNS<br>401-9030-42210-23:12 | 09/01/2023<br>pziemer | 10/04/2023 | 271.50 | 271.50 | Open | N<br>10/04/2023 |
|                | OPERATING SUPPLIES                                                     |                       |            | 271.50 |        |      |                 |
|                | Total for vendor 0177 - FIRST IMPRESSION PRINTING:                     |                       |            | 271.50 | 271.50 |      |                 |

## Vendor 4154 - FLAHERTY &amp; HOOD, P.A.:

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|------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------|------------|----------------|---------|--------|-----------------------|
| 20015<br>79384                                 | FLAHERTY & HOOD, P.A.<br>JOB CLASSIFICATION & COMP STUDY SVCS pziemer<br>101-9200-43300 PROFESSIONAL SERVICES | 09/14/2023             | 10/04/2023 | 36.25<br>36.25 | 36.25   | Open   | N<br>10/04/2023       |
| Total for vendor 4154 - FLAHERTY & HOOD, P.A.: |                                                                                                               |                        |            | 36.25          | 36.25   |        |                       |

## Vendor 2377 - GRANITE ELECTRONICS:

|                                              |                                                                                         |                       |            |                  |        |      |                 |
|----------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------|------------|------------------|--------|------|-----------------|
| 2234128<br>79497                             | GRANITE ELECTRONICS<br>SQD 436 RADIO REPAIR<br>225-2120-42221 SQUAD CAR REPAIR SUPPLIES | 09/15/2023<br>pziemer | 10/04/2023 | 155.00<br>155.00 | 155.00 | Open | N<br>10/04/2023 |
| Total for vendor 2377 - GRANITE ELECTRONICS: |                                                                                         |                       |            | 155.00           | 155.00 |      |                 |

## Vendor 0203 - HOLDEN ELECTRIC:

|                                          |                                                                                                                          |            |            |                  |        |      |                 |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------|------------|------------------|--------|------|-----------------|
| 72920<br>79411                           | HOLDEN ELECTRIC<br>ADD GFI PROTECTION FOR WELDER/AIR COMP pziemer<br>230-5200-42220 REPAIR & MAINT - PARKS SHOP ADDITION | 09/08/2023 | 10/04/2023 | 490.74<br>490.74 | 490.74 | Open | N<br>10/04/2023 |
| Total for vendor 0203 - HOLDEN ELECTRIC: |                                                                                                                          |            |            | 490.74           | 490.74 |      |                 |

## Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:

|                                                          |                                                                                                                                                        |                       |            |                        |       |      |                 |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|------------------------|-------|------|-----------------|
| IN4328667<br>79417                                       | INNOVATIVE OFFICE SOLUTIONS LLC<br>COPY PAPER<br>225-2220-42200 OFFICE SUPPLIES                                                                        | 09/20/2023<br>pziemer | 10/04/2023 | 21.07<br>21.07         | 21.07 | Open | N<br>10/04/2023 |
| IN4334680<br>79498                                       | INNOVATIVE OFFICE SOLUTIONS LLC<br>EVIDENCE FILE POCKETS/NOTEPADS STICK pziemer<br>225-2120-42210 OPERATING SUPPLIES<br>225-2120-42200 OFFICE SUPPLIES | 09/26/2023            | 10/04/2023 | 18.50<br>3.48<br>15.02 | 18.50 | Open | N<br>10/04/2023 |
| Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC: |                                                                                                                                                        |                       |            | 39.57                  | 39.57 |      |                 |

## Vendor 3517 - ISD #181 BRAINERD PUBLIC SCHOOLS:

|                                                           |                                                                                                                         |            |            |                      |          |      |                 |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------|------------|----------------------|----------|------|-----------------|
| 2023-3<br>79430                                           | ISD #181 BRAINERD PUBLIC SCHOOLS<br>3RD QTR 2023 RECREATION PROGRAMMING pziemer<br>230-5200-43300 PROFESSIONAL SERVICES | 09/13/2023 | 10/04/2023 | 3,250.00<br>3,250.00 | 3,250.00 | Open | N<br>10/04/2023 |
| Total for vendor 3517 - ISD #181 BRAINERD PUBLIC SCHOOLS: |                                                                                                                         |            |            | 3,250.00             | 3,250.00 |      |                 |

## Vendor 3712 - JAREDS LAWN CARE:

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|-------------------------------------------------|------------------------------------------------------------------------------------------|------------------------|------------|---------|---------|--------|-----------------------|
| 10807<br>79373                                  | JAREDS LAWN CARE<br>LAWN CARE -PD<br>225-2120-43300                                      | 09/16/2023<br>pziemer  | 10/04/2023 | 269.72  | 269.72  | Open   | N<br>10/04/2023       |
|                                                 | PROFESSIONAL SERVICES                                                                    |                        |            | 269.72  |         |        |                       |
|                                                 | Total for vendor 3712 - JAREDS LAWN CARE:                                                |                        |            | 269.72  | 269.72  |        |                       |
| <hr/>                                           |                                                                                          |                        |            |         |         |        |                       |
| Vendor 3488 - JEFFERSON FIRE & SAFETY:          |                                                                                          |                        |            |         |         |        |                       |
| IN306581<br>79418                               | JEFFERSON FIRE & SAFETY<br>SUSPENDERS<br>225-2220-42250                                  | 09/14/2023<br>pziemer  | 10/04/2023 | 94.86   | 94.86   | Open   | N<br>10/04/2023       |
|                                                 | PERSONAL PROTECTIVE GEAR                                                                 |                        |            | 94.86   |         |        |                       |
|                                                 | Total for vendor 3488 - JEFFERSON FIRE & SAFETY:                                         |                        |            | 94.86   | 94.86   |        |                       |
| <hr/>                                           |                                                                                          |                        |            |         |         |        |                       |
| Vendor 0017 - KEVTEL CORPORATION:               |                                                                                          |                        |            |         |         |        |                       |
| I-09082023<br>79381                             | KEVTEL CORPORATION<br>2-WAY RADIO TRANSIT<br>203-9000-42210                              | 09/01/2023<br>pziemer  | 10/04/2023 | 299.00  | 299.00  | Open   | N<br>10/04/2023       |
|                                                 | OPERATING SUPPLIES                                                                       |                        |            | 299.00  |         |        |                       |
|                                                 | Total for vendor 0017 - KEVTEL CORPORATION:                                              |                        |            | 299.00  | 299.00  |        |                       |
| <hr/>                                           |                                                                                          |                        |            |         |         |        |                       |
| Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC: |                                                                                          |                        |            |         |         |        |                       |
| 8/30/23<br>79534                                | KITCHIGAMI REGIONAL LIBRARY - CC<br>REMIT LIBRARY CHARGES THRU 8/30/23<br>211-0000-20800 | 09/01/2023<br>pziemer  | 10/04/2023 | 260.40  | 260.40  | Open   | N<br>10/04/2023       |
|                                                 | DUE TO OTHER GOVT UNITS                                                                  |                        |            | 260.40  |         |        |                       |
|                                                 | Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:                                |                        |            | 260.40  | 260.40  |        |                       |
| <hr/>                                           |                                                                                          |                        |            |         |         |        |                       |
| Vendor 3469 - LAKES AREA MAT SERVICE INC:       |                                                                                          |                        |            |         |         |        |                       |
| 20230912 #522<br>79500                          | LAKES AREA MAT SERVICE INC<br>FLOOR MATS CITY HALL<br>101-1940-43410                     | 09/12/2023<br>pziemer  | 10/04/2023 | 44.08   | 44.08   | Open   | N<br>10/04/2023       |
|                                                 | RENTAL EXPENSE                                                                           |                        |            | 44.08   |         |        |                       |
| 20230926 #522<br>79501                          | LAKES AREA MAT SERVICE INC<br>CITY HALL FLOOR MATS<br>101-1940-43410                     | 09/26/2023<br>pziemer  | 10/04/2023 | 44.08   | 44.08   | Open   | N<br>10/04/2023       |
|                                                 | RENTAL EXPENSE                                                                           |                        |            | 44.08   |         |        |                       |
| 20230912 #520<br>79502                          | LAKES AREA MAT SERVICE INC<br>POLICE DEPT FLOOR MATS<br>225-2120-43300                   | 09/12/2023<br>pziemer  | 10/04/2023 | 42.92   | 42.92   | Open   | N<br>10/04/2023       |
|                                                 | PROFESSIONAL SERVICES                                                                    |                        |            | 42.92   |         |        |                       |



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|--------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------|------------|----------------------|-----------|--------|------------------------|
| 20230926 #520<br>79503                     | LAKES AREA MAT SERVICE INC<br>POLICE DEPT FLOOR MATS<br>225-2120-43300<br>PROFESSIONAL SERVICES           | 09/26/2023<br>pziemer  | 10/04/2023 | 42.92<br>42.92       | 42.92     | Open   | N<br>10/04/2023        |
|                                            | Total for vendor 3469 - LAKES AREA MAT SERVICE INC:                                                       |                        |            | 174.00               | 174.00    |        |                        |
| Vendor 3627 - LAKES AREA WILDLIFE CONTROL: |                                                                                                           |                        |            |                      |           |        |                        |
| SEPTEMBER 2023<br>79420                    | LAKES AREA WILDLIFE CONTROL<br>SEPT 23 ANIMAL CONTROL CONTRACT<br>225-2700-43300<br>PROFESSIONAL SERVICES | 09/22/2023<br>pziemer  | 10/04/2023 | 3,076.00<br>3,076.00 | 3,076.00  | Open   | N<br>10/04/2023        |
|                                            | Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:                                                      |                        |            | 3,076.00             | 3,076.00  |        |                        |
| Vendor MISC - LEVEL CONTRACTING LLC:       |                                                                                                           |                        |            |                      |           |        |                        |
| BFG23-0009<br>79505                        | LEVEL CONTRACTING LLC<br>BD Bond Refund<br>101-0000-20600<br>BFG23-0009                                   | 09/27/2023<br>pziemer  | 10/04/2023 | 6,000.00<br>6,000.00 | 6,000.00  | Open   | N<br>10/04/2023        |
| BFG23-0014<br>79506                        | LEVEL CONTRACTING LLC<br>BD Bond Refund<br>101-0000-20600<br>BFG23-0014                                   | 09/27/2023<br>pziemer  | 10/04/2023 | 6,000.00<br>6,000.00 | 6,000.00  | Open   | N<br>10/04/2023        |
| BFG23-0008<br>79507                        | LEVEL CONTRACTING LLC<br>BD Bond Refund<br>101-0000-20600<br>BFG23-0008 - P22-0063                        | 09/27/2023<br>pziemer  | 10/04/2023 | 5,000.00<br>5,000.00 | 5,000.00  | Open   | N<br>10/04/2023        |
|                                            | Total for vendor MISC - LEVEL CONTRACTING LLC:                                                            |                        |            | 17,000.00            | 17,000.00 |        |                        |
| Vendor 4237 - LOCAL 49 TRAINING CENTER:    |                                                                                                           |                        |            |                      |           |        |                        |
| 9/27/23<br>79514                           | LOCAL 49 TRAINING CENTER<br>C. HAYES CDL TRAINING<br>235-3100-43330<br>PROFESSIONAL DEVELOPMENT           | 09/27/2023<br>pziemer  | 10/04/2023 | 4,000.00<br>4,000.00 | 4,000.00  | Open   | N<br>10/04/2023        |
|                                            | Total for vendor 4237 - LOCAL 49 TRAINING CENTER:                                                         |                        |            | 4,000.00             | 4,000.00  |        |                        |
| Vendor 1753 - MARCO:                       |                                                                                                           |                        |            |                      |           |        |                        |
| INV11136672<br>77096                       | MARCO<br>INTERFACE MODULE FOR ALGO DOOR<br>101-1800-42210<br>OPERATING SUPPLIES                           | 04/24/2023<br>pziemer  | 10/04/2023 | 345.00<br>345.00     | 345.00    | Open   | N<br>10/04/2023        |

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|--------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------|------------|------------------------------------|----------|--------|-----------------------|
| INV11644887<br>79383           | MARCO<br>UNIFY IT 9/19/23-10/18/23<br>101-1800-43309                       | 09/19/2023<br>pziemer<br>COMPUTER SUPPORT                     | 10/04/2023 | 1,128.12<br><br>1,128.12           | 1,128.12 | Open   | N<br>10/04/2023       |
| INV11651907<br>79387           | MARCO<br>MICROSOFT 365 8/16/23-9/15/23<br>101-1800-43309<br>260-9020-43309 | 09/20/2023<br>pziemer<br>COMPUTER SUPPORT<br>COMPUTER SUPPORT | 10/04/2023 | 2,568.00<br><br>2,344.00<br>224.00 | 2,568.00 | Open   | N<br>10/04/2023       |
| Total for vendor 1753 - MARCO: |                                                                            |                                                               |            | 4,041.12                           | 4,041.12 |        |                       |

## Vendor 2392 - MENARDS:

|                                  |                                                               |                                             |            |                    |       |      |                 |
|----------------------------------|---------------------------------------------------------------|---------------------------------------------|------------|--------------------|-------|------|-----------------|
| 05212<br>79368                   | MENARDS<br>PAINT STRAINERS<br>235-3170-42210                  | 09/19/2023<br>pziemer<br>OPERATING SUPPLIES | 10/04/2023 | 23.92<br><br>23.92 | 23.92 | Open | N<br>10/04/2023 |
| 05625<br>79496                   | MENARDS<br>COLLEGE DRIVE CABLE CLAMPS<br>235-3100-42220       | 09/26/2023<br>pziemer<br>REPAIR & MAINT     | 10/04/2023 | 14.52<br><br>14.52 | 14.52 | Open | N<br>10/04/2023 |
| 05560<br>79504                   | MENARDS<br>S 6TH & WILLOW FENCE REPAIR<br>235-3100-42220      | 09/25/2023<br>pziemer<br>REPAIR & MAINT     | 10/04/2023 | 29.99<br><br>29.99 | 29.99 | Open | N<br>10/04/2023 |
| 05681<br>79515                   | MENARDS<br>COLLEGE DRIVE - CABLE AND CLAMPS<br>235-3100-42220 | 09/27/2023<br>pziemer<br>REPAIR & MAINT     | 10/04/2023 | 15.13<br><br>15.13 | 15.13 | Open | N<br>10/04/2023 |
| Total for vendor 2392 - MENARDS: |                                                               |                                             |            | 83.56              | 83.56 |      |                 |

## Vendor 0889 - MENARDS - BAXTER:

|               |                                                                                           |                                                          |            |                               |        |      |                 |
|---------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------|------------|-------------------------------|--------|------|-----------------|
| 4672<br>79435 | MENARDS - BAXTER<br>DOWNTOWN MULCH/CAMPGROUND BREAKER<br>401-1003-43430<br>230-5280-42220 | 09/11/2023<br>pziemer<br>MISCELLANEOUS<br>REPAIR & MAINT | 10/04/2023 | 223.22<br><br>166.50<br>56.72 | 223.22 | Open | N<br>10/04/2023 |
| 4777<br>79436 | MENARDS - BAXTER<br>MULCH - DOWNTOWN FLOWER BEDS<br>401-1003-43430                        | 09/12/2023<br>pziemer<br>MISCELLANEOUS                   | 10/04/2023 | 133.20<br><br>133.20          | 133.20 | Open | N<br>10/04/2023 |

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|--------------------------------------------|----------------------------------------------------------------------------------------|------------------------|------------|---------|---------|--------|-----------------------|
| 05427<br>79513                             | MENARDS - BAXTER<br>PAINTING SUPPLIES<br>230-5200-42220                                | 09/22/2023<br>pziemer  | 10/04/2023 | 109.96  | 109.96  | Open   | N<br>10/04/2023       |
|                                            | REPAIR & MAINT                                                                         |                        |            | 109.96  |         |        |                       |
|                                            | Total for vendor 0889 - MENARDS - BAXTER:                                              |                        |            | 466.38  | 466.38  |        |                       |
| Vendor 3394 - MIDWEST MACHINERY CO:        |                                                                                        |                        |            |         |         |        |                       |
| 9769739<br>79431                           | MIDWEST MACHINERY CO<br>GRASS EDGER BLADE<br>230-5200-42220                            | 09/18/2023<br>pziemer  | 10/04/2023 | 5.56    | 5.56    | Open   | N<br>10/04/2023       |
|                                            | REPAIR & MAINT                                                                         |                        |            | 5.56    |         |        |                       |
|                                            | Total for vendor 3394 - MIDWEST MACHINERY CO:                                          |                        |            | 5.56    | 5.56    |        |                       |
| Vendor 1617 - MN MUNICIPAL UTILITIES ASSN: |                                                                                        |                        |            |         |         |        |                       |
| 62280<br>79499                             | MN MUNICIPAL UTILITIES ASSN<br>2023 DRUG/ALCOHOL TESTING -PUBLIC WOF<br>235-3100-43430 | 09/25/2023<br>pziemer  | 10/04/2023 | 455.00  | 455.00  | Open   | N<br>10/04/2023       |
|                                            | MISCELLANEOUS                                                                          |                        |            | 245.00  |         |        |                       |
|                                            | 230-5200-43430                                                                         |                        |            | 210.00  |         |        |                       |
|                                            | Total for vendor 1617 - MN MUNICIPAL UTILITIES ASSN:                                   |                        |            | 455.00  | 455.00  |        |                       |
| Vendor 3168 - MOTORS-N-MORE:               |                                                                                        |                        |            |         |         |        |                       |
| 30110<br>79374                             | MOTORS-N-MORE<br>SQD 437 - OIL CHANGE<br>225-2120-42221                                | 09/19/2023<br>pziemer  | 10/04/2023 | 23.00   | 23.00   | Open   | N<br>10/04/2023       |
|                                            | SQUAD CAR REPAIR SUPPLIES                                                              |                        |            | 23.00   |         |        |                       |
| 30111<br>79375                             | MOTORS-N-MORE<br>SQD 434 - BRAKE PADS & ROTORS<br>225-2120-42221                       | 09/19/2023<br>pziemer  | 10/04/2023 | 434.06  | 434.06  | Open   | N<br>10/04/2023       |
|                                            | SQUAD CAR REPAIR SUPPLIES                                                              |                        |            | 434.06  |         |        |                       |
| 30126<br>79541                             | MOTORS-N-MORE<br>SQD 432 - OIL CHANGE & CHECK BRAKES<br>225-2120-42221                 | 09/27/2023<br>pziemer  | 10/04/2023 | 74.45   | 74.45   | Open   | N<br>10/04/2023       |
|                                            | SQUAD CAR REPAIR SUPPLIES                                                              |                        |            | 74.45   |         |        |                       |
|                                            | Total for vendor 3168 - MOTORS-N-MORE:                                                 |                        |            | 531.51  | 531.51  |        |                       |
| Vendor 0273 - NAPA AUTO PARTS:             |                                                                                        |                        |            |         |         |        |                       |
| 644410<br>79542                            | NAPA AUTO PARTS<br>FEELER GAUGE<br>237-3190-42220                                      | 09/27/2023<br>pziemer  | 10/04/2023 | 11.76   | 11.76   | Open   | N<br>10/04/2023       |
|                                            | REPAIR & MAINT                                                                         |                        |            | 11.76   |         |        |                       |

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|---------------------|-----------------------------------------------------------------------|------------------------|------------|----------------|---------|--------|-----------------------|
| 644799<br>79543     | NAPA AUTO PARTS<br>PIPE TAPE/THREAD SEALANT<br>237-3190-42220         | 09/28/2023<br>pziemer  | 10/04/2023 | 20.97<br>20.97 | 20.97   | Open   | N<br>10/04/2023       |
|                     | REPAIR & MAINT                                                        |                        |            |                |         |        |                       |
| 644798<br>79544     | NAPA AUTO PARTS<br>VAC TRUCK HYDRAULIC HOSE ADAPTOR<br>237-3190-42220 | 09/28/2023<br>pziemer  | 10/04/2023 | 10.77<br>10.77 | 10.77   | Open   | N<br>10/04/2023       |
|                     | REPAIR & MAINT                                                        |                        |            |                |         |        |                       |
| 644719<br>79545     | NAPA AUTO PARTS<br>VAC TRUCK HYDRAULIC FITTINGS<br>237-3190-42220     | 09/28/2023<br>pziemer  | 10/04/2023 | 39.77<br>39.77 | 39.77   | Open   | N<br>10/04/2023       |
|                     | REPAIR & MAINT                                                        |                        |            |                |         |        |                       |
|                     | Total for vendor 0273 - NAPA AUTO PARTS:                              |                        |            | 83.27          | 83.27   |        |                       |

## Vendor 0736 - NORTHLAND FIRE PROTECTION:

|                |                                                                            |                       |            |                  |        |      |                 |
|----------------|----------------------------------------------------------------------------|-----------------------|------------|------------------|--------|------|-----------------|
| 55517<br>79538 | NORTHLAND FIRE PROTECTION<br>RECHARGE FIRE EXTINGUISHERS<br>225-2120-42209 | 09/27/2023<br>pziemer | 10/04/2023 | 143.20<br>143.20 | 143.20 | Open | N<br>10/04/2023 |
|                | SAFETY EQUIPMENT SUPPLIES                                                  |                       |            |                  |        |      |                 |
|                | Total for vendor 0736 - NORTHLAND FIRE PROTECTION:                         |                       |            | 143.20           | 143.20 |      |                 |

## Vendor 0284 - OFFICE SHOP:

|                    |                                                            |                       |            |                  |        |      |                 |
|--------------------|------------------------------------------------------------|-----------------------|------------|------------------|--------|------|-----------------|
| 1132691-0<br>79439 | OFFICE SHOP<br>PENS, MARKERS - CITY HALL<br>101-1940-42200 | 09/22/2023<br>pziemer | 10/04/2023 | 97.24<br>97.24   | 97.24  | Open | N<br>10/04/2023 |
|                    | OFFICE SUPPLIES                                            |                       |            |                  |        |      |                 |
| 1132691-1<br>79547 | OFFICE SHOP<br>TISSUE<br>101-1940-42200                    | 09/28/2023<br>pziemer | 10/04/2023 | 131.94<br>131.94 | 131.94 | Open | N<br>10/04/2023 |
|                    | OFFICE SUPPLIES                                            |                       |            |                  |        |      |                 |
|                    | Total for vendor 0284 - OFFICE SHOP:                       |                       |            | 229.18           | 229.18 |      |                 |

## Vendor 3260 - PERSONIUS, JAY:

|                  |                                                                          |                       |            |                |       |      |                 |
|------------------|--------------------------------------------------------------------------|-----------------------|------------|----------------|-------|------|-----------------|
| 9/19/23<br>79376 | PERSONIUS, JAY<br>REIMB: INTERVIEW & INTERROGATION TRN<br>225-2120-43330 | 09/19/2023<br>pziemer | 10/04/2023 | 32.87<br>32.87 | 32.87 | Open | N<br>10/04/2023 |
|                  | PROFESSIONAL DEVELOPMENT                                                 |                       |            |                |       |      |                 |
|                  | Total for vendor 3260 - PERSONIUS, JAY:                                  |                       |            | 32.87          | 32.87 |      |                 |

## Vendor 0311 - POMP'S TIRE SERVICE:

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|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|-------------------------------|-----------|--------|------------------------|
| 2300002659<br>79370                      | POMP'S TIRE SERVICE<br>EQUIPMENT TRAILER TIRE REPAIR<br>235-3100-42220 REPAIR & MAINT                                                                | 09/19/2023<br>pziemer  | 10/04/2023 | 49.22<br>49.22                | 49.22     | Open   | N<br>10/04/2023        |
|                                          | Total for vendor 0311 - POMP'S TIRE SERVICE:                                                                                                         |                        |            | 49.22                         | 49.22     |        |                        |
| Vendor 4239 - RADCO - BRAINERD:          |                                                                                                                                                      |                        |            |                               |           |        |                        |
| BRD-54647-01<br>79548                    | RADCO - BRAINERD<br>BEDSIDE CLASSIC CARGO GLIDE<br>225-2220-42220 REPAIR & MAINT                                                                     | 09/26/2023<br>pziemer  | 10/04/2023 | 1,749.00<br>1,749.00          | 1,749.00  | Open   | N<br>10/04/2023        |
|                                          | Total for vendor 4239 - RADCO - BRAINERD:                                                                                                            |                        |            | 1,749.00                      | 1,749.00  |        |                        |
| Vendor 3612 - SEVERSON PORTER LAW:       |                                                                                                                                                      |                        |            |                               |           |        |                        |
| SEPTEMBER 2023<br>79419                  | SEVERSON PORTER LAW<br>SEPT 23 PROSECUTION AGREEMENT<br>225-2127-43310 MISDEMEANOR PROSECUTOR                                                        | 09/22/2023<br>pziemer  | 10/04/2023 | 18,333.33<br>18,333.33        | 18,333.33 | Open   | N<br>10/04/2023        |
|                                          | Total for vendor 3612 - SEVERSON PORTER LAW:                                                                                                         |                        |            | 18,333.33                     | 18,333.33 |        |                        |
| Vendor 0317 - SHORT ELLIOTT HENDRICKSON: |                                                                                                                                                      |                        |            |                               |           |        |                        |
| 452574<br>79386                          | SHORT ELLIOTT HENDRICKSON<br>CLST CONST. & NPC SEGMENTS THRU 8/31/pziemer<br>401-1902-43300 PROFESSIONAL SERVICES                                    | 09/16/2023<br>pziemer  | 10/04/2023 | 189.05<br>189.05              | 189.05    | Open   | N<br>10/04/2023        |
| 453904<br>79401                          | SHORT ELLIOTT HENDRICKSON<br>23:13 WILLOW & 6TH ROUNDABOUT<br>401-9030-43300-23:13 PROFESSIONAL SERVICES                                             | 09/20/2023<br>pziemer  | 10/04/2023 | 13,307.41<br>13,307.41        | 13,307.41 | Open   | N<br>10/04/2023        |
|                                          | Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:                                                                                                   |                        |            | 13,496.46                     | 13,496.46 |        |                        |
| Vendor 3138 - ST. LOUIS MRO INC.:        |                                                                                                                                                      |                        |            |                               |           |        |                        |
| 56791<br>79398                           | ST. LOUIS MRO INC.<br>DRUG TESTING FORMS<br>235-3100-43430 MISCELLANEOUS<br>230-5200-43430 MISCELLANEOUS<br>260-9020-43324 SAFETY TRAINING/PHYSICALS | 09/01/2023<br>pziemer  | 10/04/2023 | 10.00<br>4.45<br>3.33<br>2.22 | 10.00     | Open   | N<br>10/04/2023        |
| 59239<br>79546                           | ST. LOUIS MRO INC.<br>PRE-EMPTY BACKGROUND X1<br>225-2120-43300 PROFESSIONAL SERVICES                                                                | 09/01/2023<br>pziemer  | 10/04/2023 | 24.50<br>24.50                | 24.50     | Open   | N<br>10/04/2023        |

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|-----------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------|------------|----------|----------|--------|-----------------------|
| Total for vendor 3138 - ST. LOUIS MRO INC.:         |                                                                                         |                        |            | 34.50    | 34.50    |        |                       |
| Vendor 2589 - STAPLES ADVANTAGE:                    |                                                                                         |                        |            |          |          |        |                       |
| 3547672387<br>79537                                 | STAPLES ADVANTAGE<br>TONER<br>225-2220-42200                                            | 09/12/2023<br>pziemer  | 10/04/2023 | 207.96   | 207.96   | Open   | N<br>10/04/2023       |
| OFFICE SUPPLIES                                     |                                                                                         |                        |            | 207.96   |          |        |                       |
| Total for vendor 2589 - STAPLES ADVANTAGE:          |                                                                                         |                        |            | 207.96   | 207.96   |        |                       |
| Vendor 0322 - STREICHERS PROF EQUIP:                |                                                                                         |                        |            |          |          |        |                       |
| I1654290<br>79377                                   | STREICHERS PROF EQUIP<br>773TH - CSO UNIFORM NAME TAGS<br>225-2121-41113                | 09/11/2023<br>pziemer  | 10/04/2023 | 33.97    | 33.97    | Open   | N<br>10/04/2023       |
| UNIFORM ALLOWANCE                                   |                                                                                         |                        |            | 33.97    |          |        |                       |
| I1654291<br>79378                                   | STREICHERS PROF EQUIP<br>713JB - INITIAL ISSUE<br>225-2120-41113                        | 09/11/2023<br>pziemer  | 10/04/2023 | 23.98    | 23.98    | Open   | N<br>10/04/2023       |
| UNIFORM ALLOWANCE                                   |                                                                                         |                        |            | 23.98    |          |        |                       |
| I1654430<br>79379                                   | STREICHERS PROF EQUIP<br>713JB - INITIAL ISSUE<br>225-2120-41113                        | 09/12/2023<br>pziemer  | 10/04/2023 | 150.00   | 150.00   | Open   | N<br>10/04/2023       |
| UNIFORM ALLOWANCE                                   |                                                                                         |                        |            | 150.00   |          |        |                       |
| I1654748<br>79380                                   | STREICHERS PROF EQUIP<br>713JB - INITIAL ISSUE<br>225-2120-41113                        | 09/14/2023<br>pziemer  | 10/04/2023 | 195.96   | 195.96   | Open   | N<br>10/04/2023       |
| UNIFORM ALLOWANCE                                   |                                                                                         |                        |            | 195.96   |          |        |                       |
| Total for vendor 0322 - STREICHERS PROF EQUIP:      |                                                                                         |                        |            | 403.91   | 403.91   |        |                       |
| Vendor 3838 - SWANSON HASKAMP CONSULTING:           |                                                                                         |                        |            |          |          |        |                       |
| SEPT 23<br>79410                                    | SWANSON HASKAMP CONSULTING<br>SEPT 23 ECONOMIC DEVELOPMENT CONSULTING<br>295-6510-43300 | 09/22/2023<br>pziemer  | 10/04/2023 | 2,916.67 | 2,916.67 | Open   | N<br>10/04/2023       |
| PROFESSIONAL SERVICES                               |                                                                                         |                        |            | 2,916.67 |          |        |                       |
| Total for vendor 3838 - SWANSON HASKAMP CONSULTING: |                                                                                         |                        |            | 2,916.67 | 2,916.67 |        |                       |
| Vendor 0087 - VISIT BRAINERD:                       |                                                                                         |                        |            |          |          |        |                       |
| SEPT 23<br>79409                                    | VISIT BRAINERD<br>SEPT 23 ECONOMIC DEVELOPMENT CONSULTING<br>295-6510-43300             | 09/22/2023<br>pziemer  | 10/04/2023 | 3,333.34 | 3,333.34 | Open   | N<br>10/04/2023       |
| PROFESSIONAL SERVICES                               |                                                                                         |                        |            | 3,333.34 |          |        |                       |

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|-----------------------------------|---------------------------------------------|------------------------|------------|----------|----------|--------|------------------------|
| JUL 23 LODGING                    |                                             |                        |            |          |          |        |                        |
| 79549                             | VISIT BRAINERD                              | 09/28/2023             | 10/04/2023 | 5,310.30 | 5,310.30 | Open   | N                      |
|                                   | REMIT JULY 2023 LODGING TAX                 | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 101-9200-43340                              | LODGING TAX REMIT/PR   |            | 5,310.30 |          |        |                        |
|                                   | Total for vendor 0087 - VISIT BRAINERD:     |                        |            | 8,643.64 | 8,643.64 |        |                        |
| <hr/>                             |                                             |                        |            |          |          |        |                        |
| Vendor 0344 - WASTE PARTNERS INC: |                                             |                        |            |          |          |        |                        |
| 38X02584                          |                                             |                        |            |          |          |        |                        |
| 79390                             | WASTE PARTNERS INC                          | 09/01/2023             | 10/04/2023 | 100.14   | 100.14   | Open   | N                      |
|                                   | AUG 23 LIBRARY WASTE REMOVAL                | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 211-5500-43380                              | UTILITIES              |            | 100.14   |          |        |                        |
|                                   | Total for vendor 0344 - WASTE PARTNERS INC: |                        |            | 100.14   | 100.14   |        |                        |
| <hr/>                             |                                             |                        |            |          |          |        |                        |
| Vendor 1159 - WINNERS TROPHY:     |                                             |                        |            |          |          |        |                        |
| 12945/HR                          |                                             |                        |            |          |          |        |                        |
| 79440                             | WINNERS TROPHY                              | 09/23/2023             | 10/04/2023 | 55.00    | 55.00    | Open   | N                      |
|                                   | TOWER AWARD J.MCCULLOUGH                    | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 101-9200-43430                              | MISCELLANEOUS          |            | 55.00    |          |        |                        |
| 12945/EDA                         |                                             |                        |            |          |          |        |                        |
| 79441                             | WINNERS TROPHY                              | 09/23/2023             | 10/04/2023 | 25.00    | 25.00    | Open   | N                      |
|                                   | EDA NAMEPLATE: P.SANDY                      | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 295-6510-43430                              | MISCELLANEOUS          |            | 25.00    |          |        |                        |
|                                   | Total for vendor 1159 - WINNERS TROPHY:     |                        |            | 80.00    | 80.00    |        |                        |
| <hr/>                             |                                             |                        |            |          |          |        |                        |
| Vendor 0354 - ZIEGLER, INC:       |                                             |                        |            |          |          |        |                        |
| IN001167697                       |                                             |                        |            |          |          |        |                        |
| 79369                             | ZIEGLER, INC                                | 09/19/2023             | 10/04/2023 | 130.40   | 130.40   | Open   | N                      |
|                                   | SWEEPER 111 GUTTER BROOM LIGHT              | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 235-3100-42220                              | REPAIR & MAINT         |            | 130.40   |          |        |                        |
| SI000386586                       |                                             |                        |            |          |          |        |                        |
| 79382                             | ZIEGLER, INC                                | 09/19/2023             | 10/04/2023 | 3,049.11 | 3,049.11 | Open   | N                      |
|                                   | LOADER 115 DIAGNOSIS/REPAIR                 | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 235-3100-42220                              | REPAIR & MAINT         |            | 3,049.11 |          |        |                        |
| IN001173736                       |                                             |                        |            |          |          |        |                        |
| 79422                             | ZIEGLER, INC                                | 09/22/2023             | 10/04/2023 | 1,068.68 | 1,068.68 | Open   | N                      |
|                                   | TRUCK 108 INJECTOR REPAIR                   | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 235-3100-42220                              | REPAIR & MAINT         |            | 1,068.68 |          |        |                        |
| IN001179636                       |                                             |                        |            |          |          |        |                        |
| 79516                             | ZIEGLER, INC                                | 09/27/2023             | 10/04/2023 | 90.75    | 90.75    | Open   | N                      |
|                                   | TRUCK 108 INJECTOR BRUSHES                  | pziemer                |            |          |          |        | 10/04/2023             |
|                                   | 235-3100-42220                              | REPAIR & MAINT         |            | 90.75    |          |        |                        |

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DB: Brainerd

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| Inv Num<br>Inv Ref#  | Vendor<br>Description<br>GL Distribution                    | Inv Date<br>Entered By | Due Date   | Inv Amt  | Amt Due  | Status | Jrnalized<br>Post Date |
|----------------------|-------------------------------------------------------------|------------------------|------------|----------|----------|--------|------------------------|
| CM000169463<br>79539 | ZIEGLER, INC<br>TRUCK 108 INJECTOR RETURN<br>235-3100-42220 | 09/28/2023<br>pziemer  | 10/04/2023 | (795.53) | (795.53) | Open   | N<br>10/04/2023        |
|                      | REPAIR & MAINT                                              |                        |            | (795.53) |          |        |                        |
|                      | Total for vendor 0354 - ZIEGLER, INC:                       |                        |            | 3,543.41 | 3,543.41 |        |                        |

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

## Vendor 3698 - AMAZON:

|                  |                                                       |                       |            |        |        |      |                 |
|------------------|-------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/2/23<br>79475  | AMAZON<br>AWS AUG 2023<br>101-1800-43309              | 09/02/2023<br>pziemer | 10/04/2023 | 365.93 | 365.93 | Open | N<br>10/04/2023 |
|                  | COMPUTER SUPPORT                                      |                       |            | 365.93 |        |      |                 |
| 9/22/23<br>79489 | AMAZON<br>BADGE HOLDERS<br>101-1940-42200             | 09/22/2023<br>pziemer | 10/04/2023 | 26.97  | 26.97  | Open | N<br>10/04/2023 |
|                  | OFFICE SUPPLIES                                       |                       |            | 26.97  |        |      |                 |
| 9/11/23<br>79490 | AMAZON<br>OTTERBOX/SCREEN PROTECTOR<br>101-1800-42210 | 09/11/2023<br>pziemer | 10/04/2023 | 36.77  | 36.77  | Open | N<br>10/04/2023 |
|                  | OPERATING SUPPLIES                                    |                       |            | 36.77  |        |      |                 |
|                  | Total for vendor 3698 - AMAZON:                       |                       |            | 429.67 | 429.67 |      |                 |

## Vendor 0033 - AMERICAN PLANNING ASSOCIA:

|                  |                                                                             |                       |            |        |        |      |                 |
|------------------|-----------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/12/23<br>79491 | AMERICAN PLANNING ASSOCIA<br>2023 APA MN CONF. -D.EDWARDS<br>101-2400-43330 | 09/12/2023<br>pziemer | 10/04/2023 | 529.13 | 529.13 | Open | N<br>10/04/2023 |
|                  | PROFESSIONAL DEVELOPMENT                                                    |                       |            | 529.13 |        |      |                 |
|                  | Total for vendor 0033 - AMERICAN PLANNING ASSOCIA:                          |                       |            | 529.13 | 529.13 |      |                 |

## Vendor 0848 - BAUDVILLE:

|                  |                                                             |                       |            |        |        |      |                 |
|------------------|-------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/22/23<br>79483 | BAUDVILLE<br>EMPTY AWARDS - APPRC. EVENT<br>278-6515-43430  | 09/22/2023<br>pziemer | 10/04/2023 | 89.98  | 89.98  | Open | N<br>10/04/2023 |
|                  | MISCELLANEOUS                                               |                       |            | 89.98  |        |      |                 |
| 8/25/23<br>79484 | BAUDVILLE<br>EMPLOYEE AWARDS - APPRC. DAY<br>278-6515-43430 | 09/01/2023<br>pziemer | 10/04/2023 | 84.99  | 84.99  | Open | N<br>10/04/2023 |
|                  | MISCELLANEOUS                                               |                       |            | 84.99  |        |      |                 |
|                  | Total for vendor 0848 - BAUDVILLE:                          |                       |            | 174.97 | 174.97 |      |                 |

## Vendor 1289 - INT'L CODE COUNCIL:



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DB: Brainerd

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|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

9/20/23

79482

INT'L CODE COUNCIL

09/20/2023

10/04/2023

693.47

693.47

Open

N

CODE BOOKS

pziemer

10/04/2023

101-2400-43435

BOOKS &amp; PAMPHLETS

693.47

Total for vendor 1289 - INT'L CODE COUNCIL:

693.47

693.47

Vendor 2058 - LAKES AREA HUMAN RESOURCE ASSN:

8/30/23

79485

LAKES AREA HUMAN RESOURCE ASSN

09/01/2023

10/04/2023

30.00

30.00

Open

N

2023 LAHRA CONF. - B.BOSER

pziemer

10/04/2023

101-1400-43300

PROFESSIONAL SERVICES

30.00

Total for vendor 2058 - LAKES AREA HUMAN RESOURCE ASSN:

30.00

30.00

Vendor 0233 - LEAGUE OF MN CITIES:

9/13/23

79492

LEAGUE OF MN CITIES

09/13/2023

10/04/2023

30.00

30.00

Open

N

2023 FALL FORUMS - K.TERRY (COUNCIL)pziemer

10/04/2023

101-1110-43330

PROFESSIONAL DEVELOPMENT

30.00

Total for vendor 0233 - LEAGUE OF MN CITIES:

30.00

30.00

Vendor 0619 - LEAGUE OF MN CITIES:

9/5/23

79474

LEAGUE OF MN CITIES

09/05/2023

10/04/2023

100.00

100.00

Open

N

2023 MEDIATION TRNG -J.BERGMAN

pziemer

10/04/2023

101-1400-43330

PROFESSIONAL DEVELOPMENT

100.00

Total for vendor 0619 - LEAGUE OF MN CITIES:

100.00

100.00

Vendor 0264 - MN DEPT LABOR &amp; INDUSTRY:

9/1/23

79488

MN DEPT LABOR &amp; INDUSTRY

09/01/2023

10/04/2023

35.00

35.00

Open

N

RENEW BLDG OFFICIAL LIC. -J.STOCKINGpziemer

10/04/2023

101-2400-43330

PROFESSIONAL DEVELOPMENT

35.00

Total for vendor 0264 - MN DEPT LABOR &amp; INDUSTRY:

35.00

35.00

Vendor 0519 - MN GFOA:

8/31/23

79481

MN GFOA

09/01/2023

10/04/2023

20.00

20.00

Open

N

ADV, GOVT ACCT TRNG - P. ZIEMER

pziemer

10/04/2023

101-1400-43330

PROFESSIONAL DEVELOPMENT

20.00

Total for vendor 0519 - MN GFOA:

20.00

20.00

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

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

Vendor 3871 - MN STATE COLLEGES & UNIVERSITIES:

9/13/23

|       |                                                           |                          |            |       |       |      |            |
|-------|-----------------------------------------------------------|--------------------------|------------|-------|-------|------|------------|
| 79473 | MN STATE COLLEGES & UNIVERSITIES                          | 09/13/2023               | 10/04/2023 | 60.00 | 60.00 | Open | N          |
|       | NEXT LEVEL WORD - T.GAGE                                  | pziemer                  |            |       |       |      | 10/04/2023 |
|       | 101-1400-43330                                            | PROFESSIONAL DEVELOPMENT |            | 60.00 |       |      |            |
|       | Total for vendor 3871 - MN STATE COLLEGES & UNIVERSITIES: |                          |            | 60.00 | 60.00 |      |            |

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

9/18/23

|       |                                                    |                  |            |       |       |      |            |
|-------|----------------------------------------------------|------------------|------------|-------|-------|------|------------|
| 79472 | ZOOM VIDEO COMMUNICATIONS                          | 09/18/2023       | 10/04/2023 | 31.98 | 31.98 | Open | N          |
|       | ZOOM 9/18/23-10/17/23                              | pziemer          |            |       |       |      | 10/04/2023 |
|       | 101-1800-43309                                     | COMPUTER SUPPORT |            | 31.98 |       |      |            |
|       | Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS: |                  |            | 31.98 | 31.98 |      |            |

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

|          |          |
|----------|----------|
| 2,134.22 | 2,134.22 |
|----------|----------|

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DB: Brainerd

## INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

## Vendor 2989 - HOME DEPOT:

8/29/23

79467

HOME DEPOT  
JANITORIAL SUPPLIES  
225-2220-42210

09/01/2023

pziemer

10/04/2023

41.27

41.27

Open

N  
10/04/2023

OPERATING SUPPLIES

41.27

Total for vendor 2989 - HOME DEPOT:

41.27

41.27

## Vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:

9/22/23

79469

MN STATE FIRE CHIEFS ASSOCIATION  
FIRE CHIEFS CONF REGSTR: HOLMES, COX pziemer  
225-2500-43330  
PROFESSIONAL DEVELOPMENT

09/22/2023

10/04/2023

725.00

725.00

Open

N  
10/04/2023

725.00

Total for vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:

725.00

725.00

## Vendor 3885 - THE UPS STORE:

9/21/23

79468

THE UPS STORE  
SHIPPING  
225-2220-42210

09/21/2023

pziemer

10/04/2023

11.98

11.98

Open

N  
10/04/2023

OPERATING SUPPLIES

11.98

Total for vendor 3885 - THE UPS STORE:

11.98

11.98

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

778.25

778.25

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DB: Brainerd

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BOTH OPEN AND PAID

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

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

Vendor MISC - MAILCHIMP:

|        |                            |                                    |            |       |       |      |            |
|--------|----------------------------|------------------------------------|------------|-------|-------|------|------------|
| 9/4/23 |                            |                                    |            |       |       |      |            |
| 79470  | MAILCHIMP                  | 09/04/2023                         | 10/04/2023 | 39.50 | 39.50 | Open | N          |
|        | EMAIL SUBSCRIPTION SERVICE | pziemer                            |            |       |       |      | 10/04/2023 |
|        | 211-5503-43430             | MISC - USE OF HOLDEN TRUST         |            | 39.50 |       |      |            |
|        |                            | Total for vendor MISC - MAILCHIMP: |            | 39.50 | 39.50 |      |            |

Vendor 3730 - TARGET:

|         |                |                                 |            |       |       |      |            |
|---------|----------------|---------------------------------|------------|-------|-------|------|------------|
| 9/20/23 |                |                                 |            |       |       |      |            |
| 79471   | TARGET         | 09/26/2023                      | 10/04/2023 | 16.99 | 16.99 | Open | N          |
|         | TRASH BAGS     | pziemer                         |            |       |       |      | 10/04/2023 |
|         | 211-5500-43430 | MISCELLANEOUS                   |            | 16.99 |       |      |            |
|         |                | Total for vendor 3730 - TARGET: |            | 16.99 | 16.99 |      |            |

|                                                  |  |  |  |       |       |  |  |
|--------------------------------------------------|--|--|--|-------|-------|--|--|
| Total PCard: 2257 U.S. BANK Card Holder: LIBRARY |  |  |  | 56.49 | 56.49 |  |  |
|--------------------------------------------------|--|--|--|-------|-------|--|--|

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User: pziemer

DB: Brainerd

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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution | Inv Date<br>Entered By | Due Date | Inv Amt | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

## Vendor 3711 - COSTCO:

|                                 |                                                       |                                             |            |                |       |      |                 |
|---------------------------------|-------------------------------------------------------|---------------------------------------------|------------|----------------|-------|------|-----------------|
| 9/1/23<br>79464                 | COSTCO<br>CHIPS/WATER - CONCESSIONS<br>230-5204-42210 | 09/01/2023<br>pziemer<br>OPERATING SUPPLIES | 10/04/2023 | 46.95<br>46.95 | 46.95 | Open | N<br>10/04/2023 |
| 8/31/23<br>79465                | COSTCO<br>BUNS/POP - CONCESSIONS<br>230-5204-42210    | 09/01/2023<br>pziemer<br>OPERATING SUPPLIES | 10/04/2023 | 50.44<br>50.44 | 50.44 | Open | N<br>10/04/2023 |
| Total for vendor 3711 - COSTCO: |                                                       |                                             |            | 97.39          | 97.39 |      |                 |

## Vendor 0233 - LEAGUE OF MN CITIES:

|                                              |                                                                        |                                                |            |                |       |      |                 |
|----------------------------------------------|------------------------------------------------------------------------|------------------------------------------------|------------|----------------|-------|------|-----------------|
| 9/18/23<br>79466                             | LEAGUE OF MN CITIES<br>SOCIAL MEDIA TRNG - K.KAUFMAN<br>230-5200-43300 | 09/18/2023<br>pziemer<br>PROFESSIONAL SERVICES | 10/04/2023 | 15.00<br>15.00 | 15.00 | Open | N<br>10/04/2023 |
| Total for vendor 0233 - LEAGUE OF MN CITIES: |                                                                        |                                                |            | 15.00          | 15.00 |      |                 |

## Vendor 4234 - MICHAELS :

|                                    |                                                           |                                             |            |                |       |      |                 |
|------------------------------------|-----------------------------------------------------------|---------------------------------------------|------------|----------------|-------|------|-----------------|
| 9/21/23<br>79463                   | MICHAELS<br>GREAT PUMPKIN FEST SUPPLIES<br>230-5211-42210 | 09/21/2023<br>pziemer<br>OPERATING SUPPLIES | 10/04/2023 | 70.44<br>70.44 | 70.44 | Open | N<br>10/04/2023 |
| Total for vendor 4234 - MICHAELS : |                                                           |                                             |            | 70.44          | 70.44 |      |                 |

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

182.83 182.83

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User: pziemer

DB: Brainerd

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|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

## Vendor 2902 - ADVANCE AUTO PARTS:

|                  |                                                      |                       |            |       |       |      |                 |
|------------------|------------------------------------------------------|-----------------------|------------|-------|-------|------|-----------------|
| 8/28/23<br>79446 | ADVANCE AUTO PARTS<br>WASHER FLUID<br>225-2120-42221 | 09/01/2023<br>pziemer | 10/04/2023 | 24.78 | 24.78 | Open | N<br>10/04/2023 |
|                  | SQUAD CAR REPAIR SUPPLIES                            |                       |            | 24.78 |       |      |                 |
|                  | Total for vendor 2902 - ADVANCE AUTO PARTS:          |                       |            | 24.78 | 24.78 |      |                 |

## Vendor 3698 - AMAZON:

|                  |                                                                                     |                       |            |        |        |      |                 |
|------------------|-------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/7/23<br>79450  | AMAZON<br>FLASHDRIVES<br>225-2120-42210                                             | 09/07/2023<br>pziemer | 10/04/2023 | 119.00 | 119.00 | Open | N<br>10/04/2023 |
|                  | OPERATING SUPPLIES                                                                  |                       |            | 119.00 |        |      |                 |
| 9/14/23<br>79457 | AMAZON<br>FLASH DRIVES/RIFLE SWING SWIVEL MOUNT<br>225-2120-42210<br>225-2120-41113 | 09/14/2023<br>pziemer | 10/04/2023 | 55.76  | 55.76  | Open | N<br>10/04/2023 |
|                  | OPERATING SUPPLIES                                                                  |                       |            | 23.80  |        |      |                 |
|                  | UNIFORM ALLOWANCE                                                                   |                       |            | 31.96  |        |      |                 |
|                  | Total for vendor 3698 - AMAZON:                                                     |                       |            | 174.76 | 174.76 |      |                 |

## Vendor MISC - EASY KEYS.COM:

|                  |                                                          |                       |            |        |        |      |                 |
|------------------|----------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/14/23<br>79458 | EASY KEYS.COM<br>REPLACEMENT DESK KEYS<br>225-2120-42210 | 09/14/2023<br>pziemer | 10/04/2023 | 132.09 | 132.09 | Open | N<br>10/04/2023 |
|                  | OPERATING SUPPLIES                                       |                       |            | 132.09 |        |      |                 |
|                  | Total for vendor MISC - EASY KEYS.COM:                   |                       |            | 132.09 | 132.09 |      |                 |

## Vendor MISC - LITTLE CAESARS:

|                      |                                                                    |                       |            |        |        |      |                 |
|----------------------|--------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 8/24/23<br>79442     | LITTLE CAESARS<br>BAGS W/BADGES SUPPLIES - PIZZA<br>225-2120-43305 | 09/01/2023<br>pziemer | 10/04/2023 | 50.64  | 50.64  | Open | N<br>10/04/2023 |
|                      | CRIME PREVENTION PROGRAM                                           |                       |            | 50.64  |        |      |                 |
| 8/24/23 - 2<br>79443 | LITTLE CAESARS<br>BAGS W/BADGES EVENT - PIZZA<br>225-2120-43305    | 09/01/2023<br>pziemer | 10/04/2023 | 85.11  | 85.11  | Open | N<br>10/04/2023 |
|                      | CRIME PREVENTION PROGRAM                                           |                       |            | 85.11  |        |      |                 |
|                      | Total for vendor MISC - LITTLE CAESARS:                            |                       |            | 135.75 | 135.75 |      |                 |

## Vendor 4192 - MARRIOTT:

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User: pziemer

DB: Brainerd

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|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

|                  |                                                                            |            |            |        |        |      |                 |
|------------------|----------------------------------------------------------------------------|------------|------------|--------|--------|------|-----------------|
| 9/13/23<br>79455 | MARRIOTT<br>715 - INTERVIEW & INTERROGATION TRNG pziemer<br>225-2120-43330 | 09/13/2023 | 10/04/2023 | 217.32 | 217.32 | Open | N<br>10/04/2023 |
|                  | PROFESSIONAL DEVELOPMENT                                                   |            |            | 217.32 |        |      |                 |
|                  | Total for vendor 4192 - MARRIOTT:                                          |            |            | 217.32 | 217.32 |      |                 |

Vendor 2392 - MENARDS:

|                  |                                                   |                       |            |        |        |      |                 |
|------------------|---------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/20/23<br>79461 | MENARDS<br>OFFICE WINDOW BLINDS<br>400-9050-45530 | 09/20/2023<br>pziemer | 10/04/2023 | 133.90 | 133.90 | Open | N<br>10/04/2023 |
|                  | CAPITAL - OTHER                                   |                       |            | 133.90 |        |      |                 |
|                  | Total for vendor 2392 - MENARDS:                  |                       |            | 133.90 | 133.90 |      |                 |

Vendor 0260 - MN BUREAU OF CRIM APPREHENSION:

|                  |                                                                                                |            |            |       |       |      |                 |
|------------------|------------------------------------------------------------------------------------------------|------------|------------|-------|-------|------|-----------------|
| 9/12/23<br>79454 | MN BUREAU OF CRIM APPREHENSION<br>715 - DMT RECERTIFICATION TRAINING pziemer<br>225-2120-43330 | 09/12/2023 | 10/04/2023 | 75.00 | 75.00 | Open | N<br>10/04/2023 |
|                  | PROFESSIONAL DEVELOPMENT                                                                       |            |            | 75.00 |       |      |                 |
|                  | Total for vendor 0260 - MN BUREAU OF CRIM APPREHENSION:                                        |            |            | 75.00 | 75.00 |      |                 |

Vendor 0664 - MN POST BOARD:

|                 |                                                         |                       |            |       |       |      |                 |
|-----------------|---------------------------------------------------------|-----------------------|------------|-------|-------|------|-----------------|
| 9/8/23<br>79451 | MN POST BOARD<br>713JB - POST LICENSE<br>225-2120-43433 | 09/08/2023<br>pziemer | 10/04/2023 | 91.94 | 91.94 | Open | N<br>10/04/2023 |
|                 | DUES & SUBSCRIPTIONS                                    |                       |            | 91.94 |       |      |                 |
|                 | Total for vendor 0664 - MN POST BOARD:                  |                       |            | 91.94 | 91.94 |      |                 |

Vendor MISC - MULTI REGIONAL TRAINING CENTER:

|                  |                                                                       |                       |            |      |      |      |                 |
|------------------|-----------------------------------------------------------------------|-----------------------|------------|------|------|------|-----------------|
| 9/20/23<br>79462 | MULTI REGIONAL TRAINING CENTER<br>713 JB - CPR CARD<br>225-2120-43330 | 09/20/2023<br>pziemer | 10/04/2023 | 7.50 | 7.50 | Open | N<br>10/04/2023 |
|                  | PROFESSIONAL DEVELOPMENT                                              |                       |            | 7.50 |      |      |                 |
|                  | Total for vendor MISC - MULTI REGIONAL TRAINING CENTER:               |                       |            | 7.50 | 7.50 |      |                 |

Vendor 0932 - ORIENTAL TRADING CO., INC:

|                  |                                                                                              |            |            |        |        |      |                 |
|------------------|----------------------------------------------------------------------------------------------|------------|------------|--------|--------|------|-----------------|
| 9/12/23<br>79456 | ORIENTAL TRADING CO., INC<br>HALLOWEEN SAFETY EVENT SUPPLIES (GLOW pziemer<br>225-2120-43305 | 09/12/2023 | 10/04/2023 | 279.90 | 279.90 | Open | N<br>10/04/2023 |
|                  | CRIME PREVENTION PROGRAM                                                                     |            |            | 279.90 |        |      |                 |
|                  | Total for vendor 0932 - ORIENTAL TRADING CO., INC:                                           |            |            | 279.90 | 279.90 |      |                 |

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DB: Brainerd

## INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution | Inv Date<br>Entered By | Due Date | Inv Amt | Amt Due | Status | Jrnalized<br>Post Date |
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|------------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|------------------------|

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

## Vendor 3703 - TRANSUNION RISK:

|                 |                                                         |                       |            |       |       |      |                 |
|-----------------|---------------------------------------------------------|-----------------------|------------|-------|-------|------|-----------------|
| 9/1/23<br>79453 | TRANSUNION RISK<br>INVESTIGATIONS & PARKING TKT COLLECT | 09/01/2023<br>pziemer | 10/04/2023 | 75.00 | 75.00 | Open | N<br>10/04/2023 |
|                 | 225-2120-42210                                          | OPERATING SUPPLIES    |            | 75.00 |       |      |                 |
|                 | Total for vendor 3703 - TRANSUNION RISK:                |                       |            | 75.00 | 75.00 |      |                 |

## Vendor 3697 - USPS:

|                      |                                          |                       |            |        |        |      |                 |
|----------------------|------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 8/25/23<br>79444     | USPS<br>POSTAGE<br>225-2120-43322        | 09/01/2023<br>pziemer | 10/04/2023 | 1.59   | 1.59   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 1.59   |        |      |                 |
| 8/25/23 - 2<br>79445 | USPS<br>POSTAGE<br>225-2120-43322        | 09/01/2023<br>pziemer | 10/04/2023 | 9.55   | 9.55   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 9.55   |        |      |                 |
| 8/30/23<br>79447     | USPS<br>POSTAGE<br>225-2120-43322        | 09/01/2023<br>pziemer | 10/04/2023 | 1.59   | 1.59   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 1.59   |        |      |                 |
| 8/31/23<br>79448     | USPS<br>POSTAGE<br>225-2120-43322        | 09/01/2023<br>pziemer | 10/04/2023 | 3.90   | 3.90   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 3.90   |        |      |                 |
| 9/6/23<br>79449      | USPS<br>POSTAGE<br>225-2120-43322        | 09/06/2023<br>pziemer | 10/04/2023 | 6.85   | 6.85   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 6.85   |        |      |                 |
| 9/8/23<br>79452      | USPS<br>POSTAGE<br>225-2120-43322        | 09/08/2023<br>pziemer | 10/04/2023 | 1.59   | 1.59   | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 1.59   |        |      |                 |
| 9/15/23<br>79459     | USPS<br>POSTAGE STAMPS<br>225-2120-43322 | 09/15/2023<br>pziemer | 10/04/2023 | 132.00 | 132.00 | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 132.00 |        |      |                 |
| 9/19/23<br>79460     | USPS<br>POSTAGE<br>225-2120-43322        | 09/19/2023<br>pziemer | 10/04/2023 | 22.80  | 22.80  | Open | N<br>10/04/2023 |
|                      | POSTAGE                                  |                       |            | 22.80  |        |      |                 |



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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD  
EXP CHECK RUN DATES 10/02/2023 - 10/02/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

| Inv Num                                         | Vendor          | Inv Date   | Due Date | Inv Amt  | Amt Due  | Status | Jrnalized |
|-------------------------------------------------|-----------------|------------|----------|----------|----------|--------|-----------|
| Inv Ref#                                        | Description     | Entered By |          |          |          |        | Post Date |
|                                                 | GL Distribution |            |          |          |          |        |           |
| PCard: 2257 U.S. BANK Card Holder: POLICE       |                 |            |          |          |          |        |           |
| Total for vendor 3697 - USPS:                   |                 |            |          | 179.87   | 179.87   |        |           |
| Total PCard: 2257 U.S. BANK Card Holder: POLICE |                 |            |          | 1,527.81 | 1,527.81 |        |           |

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User: pziemer

DB: Brainerd

## INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution | Inv Date<br>Entered By | Due Date | Inv Amt | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|
|---------------------|------------------------------------------|------------------------|----------|---------|---------|--------|-----------------------|

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

## Vendor 0900 - CUB FOODS - BRAINERD:

|                 |                                                                   |                       |            |          |          |      |                 |
|-----------------|-------------------------------------------------------------------|-----------------------|------------|----------|----------|------|-----------------|
| 9/5/23<br>79486 | CUB FOODS - BRAINERD<br>EMPLOYEE APPREC. - FOOD<br>278-6515-43430 | 09/05/2023<br>pziemer | 10/04/2023 | 321.24   | 321.24   | Open | N<br>10/04/2023 |
|                 | MISCELLANEOUS                                                     |                       |            | 321.24   |          |      |                 |
| 9/1/23<br>79487 | CUB FOODS - BRAINERD<br>EMPLOYEE APREC - FOOD<br>278-6515-43430   | 09/01/2023<br>pziemer | 10/04/2023 | 1,144.74 | 1,144.74 | Open | N<br>10/04/2023 |
|                 | MISCELLANEOUS                                                     |                       |            | 1,144.74 |          |      |                 |
|                 | Total for vendor 0900 - CUB FOODS - BRAINERD:                     |                       |            | 1,465.98 | 1,465.98 |      |                 |

## Vendor 3700 - DOLLAR TREE:

|                 |                                                               |                       |            |       |       |      |                 |
|-----------------|---------------------------------------------------------------|-----------------------|------------|-------|-------|------|-----------------|
| 9/6/23<br>79480 | DOLLAR TREE<br>PANS/SUPPLIES - EMPLY APPRC.<br>278-6515-43430 | 09/06/2023<br>pziemer | 10/04/2023 | 24.27 | 24.27 | Open | N<br>10/04/2023 |
|                 | MISCELLANEOUS                                                 |                       |            | 24.27 |       |      |                 |
|                 | Total for vendor 3700 - DOLLAR TREE:                          |                       |            | 24.27 | 24.27 |      |                 |

## Vendor 4236 - ESCH CONSTRUCTION SUPPLY :

|                  |                                                                      |                       |            |        |        |      |                 |
|------------------|----------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/21/23<br>79477 | ESCH CONSTRUCTION SUPPLY<br>CHOP SAW DIAMOND BLADE<br>237-3190-42220 | 09/21/2023<br>pziemer | 10/04/2023 | 350.00 | 350.00 | Open | N<br>10/04/2023 |
|                  | REPAIR & MAINT                                                       |                       |            | 350.00 |        |      |                 |
|                  | Total for vendor 4236 - ESCH CONSTRUCTION SUPPLY :                   |                       |            | 350.00 | 350.00 |      |                 |

## Vendor 3719 - FLEET FARM:

|                  |                                                            |                       |            |        |        |      |                 |
|------------------|------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 9/18/23<br>79478 | FLEET FARM<br>COLD WEATHER GEAR -C.HAYES<br>235-3100-43430 | 09/18/2023<br>pziemer | 10/04/2023 | 374.97 | 374.97 | Open | N<br>10/04/2023 |
|                  | MISCELLANEOUS                                              |                       |            | 374.97 |        |      |                 |
|                  | Total for vendor 3719 - FLEET FARM:                        |                       |            | 374.97 | 374.97 |      |                 |

## Vendor 4235 - INDUSTRIAL LUBRICANT COMPANY:

|                  |                                                                                     |                       |            |        |        |      |                 |
|------------------|-------------------------------------------------------------------------------------|-----------------------|------------|--------|--------|------|-----------------|
| 0089435<br>79476 | INDUSTRIAL LUBRICANT COMPANY<br>TRUCK 106 GREASE ZIRKS EXTENSIONS<br>235-3125-42220 | 09/01/2023<br>pziemer | 10/04/2023 | 759.60 | 759.60 | Open | N<br>10/04/2023 |
|                  | REPAIR & MAINT                                                                      |                       |            | 759.60 |        |      |                 |
|                  | Total for vendor 4235 - INDUSTRIAL LUBRICANT COMPANY:                               |                       |            | 759.60 | 759.60 |      |                 |

## Vendor 2588 - PARTYTIME RENTAL:

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DB: Brainerd

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EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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

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

8/29/23

79479

PARTYTIME RENTAL

09/01/2023

10/04/2023

96.00

96.00

Open

N

TABLE COVERS - EMPLY APPRC.

pziemer

10/04/2023

278-6515-43430

MISCELLANEOUS

96.00

Total for vendor 2588 - PARTYTIME RENTAL:

96.00

96.00

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

3,070.82

3,070.82

# of Invoices: 167 # Due: 167

Totals:

315,055.75

315,055.75

# of Credit Memos: 1 # Due: 1

Totals:

(795.53)

(795.53)

Net of Invoices and Credit Memos:

314,260.22

314,260.22

## --- TOTALS BY GL DISTRIBUTION ---

|                |                             |           |
|----------------|-----------------------------|-----------|
| 101-0000-14100 | DUE FROM COMPONENT UNIT     | 151.10    |
| 101-0000-20600 | BFG23-0009                  | 17,000.00 |
| 101-0000-20810 | STATE TAX PAYABLE           | 22.31     |
| 101-0000-20811 | COUNTY SALES TAX            | 1.62      |
| 101-0000-20812 | CITY TAX PAYABLE            | 1.62      |
| 101-1110-43330 | PROFESSIONAL DEVELOPMENT    | 30.00     |
| 101-1400-43300 | PROFESSIONAL SERVICES       | 30.00     |
| 101-1400-43330 | PROFESSIONAL DEVELOPMENT    | 180.00    |
| 101-1800-42210 | OPERATING SUPPLIES          | 381.77    |
| 101-1800-43309 | COMPUTER SUPPORT            | 3,870.03  |
| 101-1940-42200 | OFFICE SUPPLIES             | 256.15    |
| 101-1940-43381 | BPU UTILITIES               | 3,134.13  |
| 101-1940-43410 | RENTAL EXPENSE              | 88.16     |
| 101-2400-43330 | PROFESSIONAL DEVELOPMENT    | 564.13    |
| 101-2400-43350 | PRINTING/LEGAL PUBLICATION  | 92.00     |
| 101-2400-43435 | BOOKS & PAMPHLETS           | 693.47    |
| 101-9200-43300 | PROFESSIONAL SERVICES       | 36.25     |
| 101-9200-43340 | LODGING TAX REMIT/PR        | 5,310.30  |
| 101-9200-43381 | BPU UTILITIES               | 131.09    |
| 101-9200-43430 | MISCELLANEOUS               | 55.00     |
| 203-9000-42210 | OPERATING SUPPLIES          | 299.00    |
| 203-9000-42212 | MOTOR FUELS                 | 4,901.31  |
| 203-9000-43401 | VEHICLE REPAIRS             | 7,787.11  |
| 203-9000-43440 | TRANSIT SERVICE CONTRACT PY | 94,012.43 |
| 211-0000-20800 | DUE TO OTHER GOVT UNITS     | 260.40    |
| 211-5500-43380 | UTILITIES                   | 100.14    |
| 211-5500-43381 | BPU UTILITIES               | 2,653.32  |
| 211-5500-43430 | MISCELLANEOUS               | 79.39     |
| 211-5503-43430 | MISC - USE OF HOLDEN TRUST  | 39.50     |
| 211-5505-43430 | MISC - COPY MACHINE PYMTS   | 97.70     |
| 225-2120-35102 | PARKING FINES               | 65.00     |
| 225-2120-41113 | UNIFORM ALLOWANCE           | 401.90    |
| 225-2120-42200 | OFFICE SUPPLIES             | 15.02     |
| 225-2120-42209 | SAFETY EQUIPMENT SUPPLIES   | 143.20    |
| 225-2120-42210 | OPERATING SUPPLIES          | 353.37    |
| 225-2120-42221 | SQUAD CAR REPAIR SUPPLIES   | 711.29    |

## INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

| Inv Num  | Vendor               | Inv Date                             | Due Date | Inv Amt   | Amt Due | Status | Jrnalized |
|----------|----------------------|--------------------------------------|----------|-----------|---------|--------|-----------|
| Inv Ref# | Description          | Entered By                           |          |           |         |        | Post Date |
|          | GL Distribution      |                                      |          |           |         |        |           |
|          | 225-2120-43300       | PROFESSIONAL SERVICES                |          | 643.85    |         |        |           |
|          | 225-2120-43305       | CRIME PREVENTION PROGRAM             |          | 415.65    |         |        |           |
|          | 225-2120-43322       | POSTAGE                              |          | 179.87    |         |        |           |
|          | 225-2120-43330       | PROFESSIONAL DEVELOPMENT             |          | 365.96    |         |        |           |
|          | 225-2120-43381       | BPU UTILITIES                        |          | 4,782.21  |         |        |           |
|          | 225-2120-43433       | DUES & SUBSCRIPTIONS                 |          | 91.94     |         |        |           |
|          | 225-2121-41113       | UNIFORM ALLOWANCE                    |          | 33.97     |         |        |           |
|          | 225-2127-43310       | MISDEMEANOR PROSECUTOR               |          | 18,333.33 |         |        |           |
|          | 225-2220-42200       | OFFICE SUPPLIES                      |          | 229.03    |         |        |           |
|          | 225-2220-42210       | OPERATING SUPPLIES                   |          | 62.24     |         |        |           |
|          | 225-2220-42220       | REPAIR & MAINT                       |          | 2,012.35  |         |        |           |
|          | 225-2220-42250       | PERSONAL PROTECTIVE GEAR             |          | 94.86     |         |        |           |
|          | 225-2220-43300       | PROFESSIONAL SERVICES                |          | 465.00    |         |        |           |
|          | 225-2220-43331       | LEASED PAYMENTS                      |          | 80.69     |         |        |           |
|          | 225-2220-43381       | BPU UTILITIES                        |          | 2,151.75  |         |        |           |
|          | 225-2500-43330       | PROFESSIONAL DEVELOPMENT             |          | 725.00    |         |        |           |
|          | 225-2700-43300       | PROFESSIONAL SERVICES                |          | 3,076.00  |         |        |           |
|          | 230-5200-42210       | OPERATING SUPPLIES                   |          | 70.00     |         |        |           |
|          | 230-5200-42220       | REPAIR & MAINT - PARKS SHOP ADDITION |          | 1,537.56  |         |        |           |
|          | 230-5200-42221       | R&M- MILLS FIELD                     |          | 152.00    |         |        |           |
|          | 230-5200-43300       | PROFESSIONAL SERVICES                |          | 3,265.00  |         |        |           |
|          | 230-5200-43381       | BPU UTILITIES                        |          | 17,025.12 |         |        |           |
|          | 230-5200-43430       | MISCELLANEOUS                        |          | 338.33    |         |        |           |
|          | 230-5204-42210       | OPERATING SUPPLIES                   |          | 97.39     |         |        |           |
|          | 230-5211-42210       | OPERATING SUPPLIES                   |          | 70.44     |         |        |           |
|          | 230-5215-34750       | ADULT SOFTBALL REVENUE - TAXABLE     |          | 324.45    |         |        |           |
|          | 230-5280-42220       | REPAIR & MAINT                       |          | 56.72     |         |        |           |
|          | 230-5280-43380       | UTILITIES                            |          | 1,064.47  |         |        |           |
|          | 235-3100-42220       | REPAIR & MAINT                       |          | 4,198.07  |         |        |           |
|          | 235-3100-43330       | PROFESSIONAL DEVELOPMENT             |          | 4,000.00  |         |        |           |
|          | 235-3100-43381       | BPU UTILITIES                        |          | 23,914.33 |         |        |           |
|          | 235-3100-43430       | MISCELLANEOUS                        |          | 1,237.25  |         |        |           |
|          | 235-3125-42210       | OPERATING SUPPLIES                   |          | 45.00     |         |        |           |
|          | 235-3125-42220       | REPAIR & MAINT                       |          | 759.60    |         |        |           |
|          | 235-3170-42210       | OPERATING SUPPLIES                   |          | 46.40     |         |        |           |
|          | 236-3180-43381       | BPU UTILITIES                        |          | 36.00     |         |        |           |
|          | 237-3190-42220       | REPAIR & MAINT                       |          | 2,349.27  |         |        |           |
|          | 260-9020-43309       | COMPUTER SUPPORT                     |          | 224.00    |         |        |           |
|          | 260-9020-43324       | SAFETY TRAINING/PHYSICALS            |          | 102.22    |         |        |           |
|          | 278-6515-43430       | MISCELLANEOUS                        |          | 1,761.22  |         |        |           |
|          | 295-6510-43300       | PROFESSIONAL SERVICES                |          | 10,075.77 |         |        |           |
|          | 295-6510-43430       | MISCELLANEOUS                        |          | 25.00     |         |        |           |
|          | 400-9050-45530       | CAPITAL - OTHER                      |          | 133.90    |         |        |           |
|          | 401-1003-43430       | MISCELLANEOUS                        |          | 1,166.50  |         |        |           |
|          | 401-1902-43300       | PROFESSIONAL SERVICES                |          | 189.05    |         |        |           |
|          | 401-9030-42210-23:12 | OPERATING SUPPLIES                   |          | 271.50    |         |        |           |
|          | 401-9030-43300-23:13 | PROFESSIONAL SERVICES                |          | 13,307.41 |         |        |           |
|          | 401-9030-45530-22:06 | CAPITAL-PYMTS TO CONTRACTS           |          | 48,723.34 |         |        |           |

| Inv Num<br>Inv Ref#             | Vendor<br>Description<br>GL Distribution | Inv Date<br>Entered By | Due Date | Inv Amt    | Amt Due    | Status | Jrnalized<br>Post Date |
|---------------------------------|------------------------------------------|------------------------|----------|------------|------------|--------|------------------------|
| --- TOTALS BY FUND ---          |                                          |                        |          |            |            |        |                        |
|                                 | 101 - GENERAL FUND                       |                        |          | 32,029.13  | 32,029.13  |        |                        |
|                                 | 203 - TRANSIT FUND                       |                        |          | 106,999.85 | 106,999.85 |        |                        |
|                                 | 211 - LIBRARY FUND                       |                        |          | 3,230.45   | 3,230.45   |        |                        |
|                                 | 225 - PUBLIC SAFETY FUND                 |                        |          | 35,433.48  | 35,433.48  |        |                        |
|                                 | 230 - PARK & RECREATION FUND             |                        |          | 24,001.48  | 24,001.48  |        |                        |
|                                 | 235 - STREET & SEWER FUND                |                        |          | 34,200.65  | 34,200.65  |        |                        |
|                                 | 236 - PARKING LOT FUND                   |                        |          | 36.00      | 36.00      |        |                        |
|                                 | 237 - SANITARY SEWER FUND                |                        |          | 2,349.27   | 2,349.27   |        |                        |
|                                 | 260 - AIRPORT FUND                       |                        |          | 326.22     | 326.22     |        |                        |
|                                 | 278 - HEALTHY EMPLOYE INITIATIVE         |                        |          | 1,761.22   | 1,761.22   |        |                        |
|                                 | 295 - EDA FUND                           |                        |          | 10,100.77  | 10,100.77  |        |                        |
|                                 | 400 - CAPITAL PROJECTS FUND              |                        |          | 133.90     | 133.90     |        |                        |
|                                 | 401 - CONSTRUCTION FUND                  |                        |          | 63,657.80  | 63,657.80  |        |                        |
| --- TOTALS BY DEPT/ACTIVITY --- |                                          |                        |          |            |            |        |                        |
|                                 | 0000 -                                   |                        |          | 17,437.05  | 17,437.05  |        |                        |
|                                 | 1003 - 10:03 DWNTWN MAIN CNTRACT         |                        |          | 1,166.50   | 1,166.50   |        |                        |
|                                 | 1110 - MAYOR & COUNCIL                   |                        |          | 30.00      | 30.00      |        |                        |
|                                 | 1400 - ADMINISTRATION                    |                        |          | 210.00     | 210.00     |        |                        |
|                                 | 1800 - IT/GIS                            |                        |          | 4,251.80   | 4,251.80   |        |                        |
|                                 | 1902 - 19:02 CLST CONNECTION             |                        |          | 189.05     | 189.05     |        |                        |
|                                 | 1940 - CITY HALL                         |                        |          | 3,478.44   | 3,478.44   |        |                        |
|                                 | 2120 - POLICE DEPARTMENT                 |                        |          | 8,169.26   | 8,169.26   |        |                        |
|                                 | 2121 - COMMUNITY SERVICE                 |                        |          | 33.97      | 33.97      |        |                        |
|                                 | 2127 - MISDEMEANOR PROSECUTOR            |                        |          | 18,333.33  | 18,333.33  |        |                        |
|                                 | 2220 - FIRE DEPARTMENT                   |                        |          | 5,095.92   | 5,095.92   |        |                        |
|                                 | 2400 - COMMUNITY DEVL/INSPECTION         |                        |          | 1,349.60   | 1,349.60   |        |                        |
|                                 | 2500 - CIVIL DEFENSE                     |                        |          | 725.00     | 725.00     |        |                        |
|                                 | 2700 - ANIMAL CONTROL                    |                        |          | 3,076.00   | 3,076.00   |        |                        |
|                                 | 3100 - S & S MAINTENANCE                 |                        |          | 33,349.65  | 33,349.65  |        |                        |
|                                 | 3125 - SNOW REMOVAL                      |                        |          | 804.60     | 804.60     |        |                        |
|                                 | 3170 - TRAFFIC CONTROL                   |                        |          | 46.40      | 46.40      |        |                        |
|                                 | 3180 - PARKING LOTS EXPENSE              |                        |          | 36.00      | 36.00      |        |                        |
|                                 | 3190 - SANITARY SEWER EXPENSE            |                        |          | 2,349.27   | 2,349.27   |        |                        |
|                                 | 5200 - PARK MAIN/ADMINISTRATION          |                        |          | 22,388.01  | 22,388.01  |        |                        |
|                                 | 5204 - CONCESSIONS                       |                        |          | 97.39      | 97.39      |        |                        |
|                                 | 5211 - SPECIAL EVENTS PROGRAM            |                        |          | 70.44      | 70.44      |        |                        |
|                                 | 5215 - ADULT SOFTBALL                    |                        |          | 324.45     | 324.45     |        |                        |
|                                 | 5280 - CAMPGROUND                        |                        |          | 1,121.19   | 1,121.19   |        |                        |
|                                 | 5500 - LIBRARY-BUDGETED                  |                        |          | 2,832.85   | 2,832.85   |        |                        |
|                                 | 5503 - HOLDEN TRUST DONATION USE         |                        |          | 39.50      | 39.50      |        |                        |
|                                 | 5505 - TAXABLE FEES                      |                        |          | 97.70      | 97.70      |        |                        |

09/28/2023 01:37 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 10/02/2023 - 10/02/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 31/31

| Inv Num                         | Vendor                             | Inv Date   | Due Date | Inv Amt    | Amt Due    | Status | Jrnalized |
|---------------------------------|------------------------------------|------------|----------|------------|------------|--------|-----------|
| Inv Ref#                        | Description                        | Entered By |          |            |            |        | Post Date |
| GL Distribution                 |                                    |            |          |            |            |        |           |
| --- TOTALS BY DEPT/ACTIVITY --- |                                    |            |          |            |            |        |           |
|                                 | 6510 - ECONOMIC DEVELOPMENT AUTH   |            |          | 10,100.77  | 10,100.77  |        |           |
|                                 | 6515 - HEALTHY EMPLOYEE INITIATIVE |            |          | 1,761.22   | 1,761.22   |        |           |
|                                 | 9000 - TRANSIT FUND                |            |          | 106,999.85 | 106,999.85 |        |           |
|                                 | 9020 - AIRPORT M & O               |            |          | 326.22     | 326.22     |        |           |
|                                 | 9030 - CONSTRUCTION PROJ-MISC      |            |          | 62,302.25  | 62,302.25  |        |           |
|                                 | 9050 - CAPITAL PROJECTS-MISC       |            |          | 133.90     | 133.90     |        |           |
|                                 | 9200 - CITY-WIDE                   |            |          | 5,532.64   | 5,532.64   |        |           |

Pursuant to due call and notice thereof, the workshop of the Brainerd City Council was called to order at 5:00 P.M. by Council President Bevans.

Upon roll call, the following members were noted as present: O'Day, Stunek, Terry, Stenglein, Johnson, Czeczok, and Bevans. Mayor Badeaux was also noted as present.

Also noted as present were Administrator Bergman, Finance Director Hillman, and HR Director Schubert, City Engineer/Public Works Director Dehn, Community Development Director Kramvik, Fire Chief Holmes, Police Chief Davis, and IT/GIS Director Strong.

### **2024 Budget and Levy Presentation and Discussion**

Finance Director Hillman stated that the preliminary levy must be set by September 30<sup>th</sup>, 2023, with the final levy being set by December 31<sup>st</sup>, 2023. Finance Director Hillman gave an overview of the proposed budget and levy. As of the August 28<sup>th</sup> workshop the current proposed levy for the 2024 budget was 7.99% increase over 2023 to balance the budget (subject to change based on the compensation study). The projected levy was \$6,958,238 (subject to change). Ms. Hillman highlighted the changes that have been made since the August 28<sup>th</sup> workshop: withdrawal from the School Resource Officer contract with the school district and preliminary results of the classification and compensation study have been presented to council. The impact of budgeting for the 27<sup>th</sup> officer based on new employee assumptions would be a need to increase the levy by 12.67%. The City was given one-time public safety aid, personnel costs excluding PERA could be a use for the aid. Staff recommends setting the preliminary levy with at least 12% increase due to unknowns with three union contracts, non-union employee's wages not set beyond 2023, the need to comply with the State of Minnesota's Pay Equity, the fund balance was not met in 2022, and finally that the final levy can be lower but not higher than the preliminary levy.

Chair Bevans asked to have the preliminary levy at the next meeting, not call a special meeting.

Member O'Day asked about the one-time public safety funding, how it needs to be spent and by which departments. He stated that he would be willing to spend a big chunk of it to avoid a large increase in the levy.

Member Terry asked about the mental health "check up from the neck up" whether these funds were what was intended to cover that cost. She agrees with Member O'Day to offset the revenue from the school district for the School Resource Officer with the one-time Public Safety Aid the City will receive.

Fire Chief Holmes stated that there was a separate public safety grant through Sourcewell for the "check up from the neck up" and workout equipment for both Police and Fire Departments. The funding is a one-time funding, it was \$50,000.

Member Czeczok asked about the total amount of the one-time spending and the effect it would have on the total amount of the levy increase.

Member Stenglein stated that the City should budget for the 27 officers. She would be in favor of spending about half of the one-time spending if it can cushion the City while trying to come up with a long-term solution to the budget shortfalls.

Member Terry asked about the ARPA dollars left in the budget.

Finance Director Hillman stated that there is about \$94,000 left of unallocated ARPA dollars. It cannot be used to reduce the levy but could offset expenses.

Member Johnson stated that the one-time spending should be used if the City is still sitting at 12% come December. There are fund balances that we could use to bridge the gap in the budget and reduce the levy to about 4%. He also stated that he would be hesitant to use any of the one-time public safety aid for the Fire Department at all, unless it was offsetting a cost that was already in the plan because of how the Fire Department is financed. It would have the potential of subsidizing our partners.

Member Stunek asked if the townships are also receiving public safety funds.

Finance Director Hillman stated that she does not know the answer.

Member O'Day asked about the debt levy, and how much debt the City currently has.

Member Johnson stated that the City could spend about \$1 million. If the City was responsible there would be enough to make the February payment.

Finance Director Hillman stated that the debt levy is currently at \$973,341. She stated that what Member Johnson is referring to is to use more of the projected cash balance to pay debt service payments. This would lower the levy.

Member O'Day stated he does not want to spend so much that the City is at risk in the future.

Member Czczok stated that the partners would most likely use their portion of the public safety dollars to offset their cost to the City.

Member Johnson agreed that that's what Brainerd would do with their portion if it was used for the Fire Department. If the City was to ask the townships and Baxter for a portion of their public safety dollars, it would be to fund something over and above what was already in the plan for the Fire Department.

Finance Director Hillman asked whether the resolution should include an amount and what should be included in the packet.

Member Johnson stated that the resolution should be left blank.

Chair Bevans requested that the dollar amounts for the preliminary levy be included at the Council meeting.

Member Czczok stated that when the Airport levies, the money goes into an escrow account that is committed not to be used until 2025. The City also pays for the Finance Director to manage the airport finances at a cost savings of \$1500. He believes that levying for the Airport in a tight budget year such as this would be irresponsible to fund the full levy requested by the Airport when the airport has \$1.25 million in escrow.

Chief Holmes stated that the townships did not receive the one-time public safety funds.

### **Adjourn**

The Chair adjourned the meeting at 5:55 p.m.

September 13, 2023

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Jennifer Bergman  
City Administrator



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 Bevans.

Upon roll call, the following members were noted as present: O'Day, Stunek, Terry, Johnson, Czeczok, and Bevans. Member Stenglein and Mayor Badeaux were noted as absent.

Council President Bevans opened the meeting with the Pledge of Allegiance to the flag.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND JOHNSON TO APPROVE THE CONSENT CALENDAR.

- A. Approval of Bills
- B. Approval of Minutes
  - a. Regular City Council Minutes September 5th, 2023
  - b. Workshop Minutes September 11, 2023
- C. Approval of Licenses
- D. Department Activity Report
- E. Ratify the Hiring of Officer Jason Boller Effective September 11, 2023, at Step 1 of Police Officer Wage Grid (\$31.35 per hour)
- F. Ratify the Hiring of Police Intern Tyler Heinlen Effective September 13, 2023, at \$16 per hour
- G. Second Hand Good License Application- Bridge of Harmony, 216 S 7<sup>th</sup> St- Contingent upon approvals

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

### **Council Committee Reports**

#### **Personnel and Finance Committee**

#### **Approval of 2024 Health Insurance Renewal from The Better Health Collective**

Committee Chair Johnson stated that the rates went up 9.43%, with an 8% cap for 2025. It's not enjoyable, but we offer health insurance to our employees, so we are accepting the rate for now.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE 2024 HEALTH INSURANCE RENEWAL AS RECEIVED FROM THE BETTER HEALTH COLLECTIVE WITH AN AVERAGE 9.43% ANNUAL INCREASE ACROSS ALL FOUR OF OUR HEALTH PLANS AND WITH AN 8% RATE CAP FOR OUR 2025 RENEWAL.

#### **Authorization to Sign Updated Heartland Animal Rescue Team (HART) Impound Contract**

Committee Chair Johnson stated that this contract is essentially the same, just changes the contract terms to HART's fiscal year instead of a calendar year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO AUTHORIZE SIGNATURE ON THE UPDATED HART IMPOUND CONTRACT.

### **Safety and Public Works Committee**

#### **Approve Event/Street Closure Application – BHS Homecoming Parade**

Committee Chair O'Day stated that the parade will take place on Friday, September 29<sup>th</sup> from 5:00 p.m., it will follow the same route as the 4<sup>th</sup> of July parade.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITIONS LISTED IN THE EVENT APPLICATION.

#### **Approve Event/Street Closure Application – St. Francis Marathon**

Committee Chair O'Day stated that the event is on October 28<sup>th</sup> at 8:30 a.m. It is the same route as previous years.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITIONS LISTED IN THE EVENT APPLICATION.

#### **Approve Event/Alley Closure Application - Zion Lutheran Trunk-or-Treat**

Committee Chair O'Day stated that the event is on October 31<sup>st</sup> at 3:30 p.m. to 6:30 p.m. the closure is of the north to south alley.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITIONS LISTED IN THE EVENT APPLICATION.

#### **Approve Event/Street Closure Application - Spooktacular**

Committee Chair O'Day stated that the event is on October 28<sup>th</sup> at 10:00 a.m. to 4:00 p.m. they will have a street closure on South 8<sup>th</sup> Street and police assistance for trick or treating.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITIONS LISTED IN THE EVENT APPLICATION.

#### **Discuss Stop Sign Removal Request – N. 3rd Street and Juniper Street**

Committee Chair O'Day stated that the committee discussed the request, the intersection has been safe, and the complaint surrounds the noise at the intersection. The committee is choosing not to act on the request. If there are more complaints in the future, they can revisit the request.

#### **Discussion on Draft 2024-2033 Capital Improvement Plan**

Committee Chair O'Day stated that staff made the changes to the plan as requested by the City Council. The final draft will come forward at the next meeting with further comments by Personnel and Finance committee.

Member Johnson stated that he is more agreeable with this version of the plan. It looks like the plan can be cash flowed with the changes.

Member O'Day stated that there is a chance that the plan could be totally revamped next year if the street scan goes through with the budget and if the information from BPU regarding utility replacement is completed.

Member Czczok stated that he is still not onboard with the street scan considering the tight budget for 2024.

### **Direction on Active Code Enforcement Cases**

Committee Chair O'Day gave an overview of the code enforcement cases.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO FOLLOW STAFF DIRECTION FOR PROPERTIES 1424 S 8<sup>TH</sup> ST AND 15284 BEAVER DAM RD.

### **Unfinished Business**

#### **Call for Applicants – Informational:**

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

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

Library Board- 1 term (Expire 2025)

Rental Dwelling License Board of Appeals – 5 terms (Expire 2025)

TAC—1 term (Expires 2023)

##### **Council President Recommended: (terms to expire 12/31 of said year)**

Parking Commission—1 term (Expire 2026)

Member Czczok asked about whether we will face a violation if the Charter Commission does not meet in a calendar year. He also asked whether there is a quorum of membership on the Charter Commission.

Attorney Langel stated that the statute does not include a penalty clause.

Administrator Bergman stated that there is not a quorum on the commission.

### **Adopt Resolution Setting the 2024 Preliminary Levy for the City of Brainerd and the Brainerd HRA, and Motion to Set Date and Time for Budget Public Hearing**

HRA Executive Director Charpentier stated that the HRA is looking to levy the max amount by statute that the City can levy for an HRA which is .0185% of the previous years estimated market value (\$190,625). He stated that the HRA does levy the County for Crow Wing County HRA activity, this year's amount is \$185,160. The HRA does not levy separately for Crosby, the administration of the program comes directly from the properties managed by the HRA in Crosby. Those within the city limits of Brainerd are not taxed for both the Brainerd HRA and the County HRA.

Member Czeczok asked how the amount was determined for the county's levy. He also asked about the Housing Trust fund and whether it is levied across the City and County.

Executive Director Charpentier stated that the maximum levy for the County HRA levy through the county would equate to about \$2.8 million. The HRA does not have any reason to levy that amount from the County. The Housing Trust fund is only levied at the county level.

Member Johnson commented that Serene Pines, Del-Mar Estates, and Brainerd Oaks is not managed by the City of Brainerd HRA. Proposing to tax the citizens of Brainerd to manage those properties would mean that yes, the Brainerd residents are taxed for county projects. He would request that the Brainerd HRA should focus on doing something in the City.

Member Terry asked about the State allocated housing funds being taxed throughout the county which would include Brainerd residents being taxed.

Executive Director Charpentier stated that if the funds from the Local Housing Aid program (\$157,000) are allocated would go to the Crow Wing County Housing Trust Fund.

Member Czeczok asked to clarify where the funds from the administration of Brainerd Oaks, Serene Pines, and Dal-Mar Estates come from.

Executive Director Charpentier stated that the county residents are levied for the administration of those projects.

Finance Director Hillman stated that at the September 13<sup>th</sup> workshop recommended a 12% increase to the 2023 levy since the current budget shows 10.81-12.67% increase for a balanced budget. If the Council chooses to use 50% of the one-time public safety aid funds to cover the cost of the Police Department expenditures the levy could be reduced to a 7-8% increase. There may be funds available to transfer from the capital fund to the general funds as Member Johnson mentioned at the workshop. However, the amount is not known at this time due to the Capital Plan not being updated to include the Park Board's master planning completed recently. Staff recommends the preliminary levy be set at 12%.

Member Johnson stated that staff recommends a 12% levy, he believes that 6% as a final levy is possible. He stated that he motioned to set the preliminary levy at 12% less the \$95,000 from the SRO contract planning on using the one-time public safety funding. The HRA levy would be less than they asked for, but if you look at their general fund budget it reduced their ask by their net profit for the year for a balanced budget.

Member O'Day stated that he will reluctantly vote yes, knowing that we have the tools to get to 6%. He will not vote yes again on anything more than 6% for the final levy.

Member Czeczok asked for clarification on the difference between staff recommendation and the Council's request.

Member Johnson stated the difference is \$95,000 on the City levy and \$17,076 for the HRA levy.

Member Terry stated that she agrees with Member O'Day and hopes that it could be less than 6%. However, she knows that the Council has a lot of work to do to come to a resolution with staff in terms of salary. This may be an outlying budget year due to these changes.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY TO ADOPT RESOLUTION SETTING THE PRELIMINARY LEVY FOR THE CITY OF BRAINERD AT \$7,121,720 AND THE BRAINERD HRA LEVY AT \$173,960.

### **RESOLUTION 35:23**

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

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND JOHNSON, DULY CARRIED, TO SET THE BUDGET PUBLIC HEARING FOR DECEMBER 11<sup>TH</sup>, 2023 AT 6:00 PM IN THE BRAINERD CITY COUNCIL CHAMBERS.

### **New Business**

#### **Adopt Resolution Providing for the Issuance and Sale of General Obligation Bonds, Series 2023A, in the Proposed Amount of \$5,435,000**

Chris Hogan, Baker Tilly, gave an overview of the information relevant to the City's issuance of bonds for the City's portion of the North Brainerd Reconstruction Project (\$2,320,00) will be paid with tax levies and special assessments and Brainerd Public Utilities utility bonds for the River Crossing and utilities for the North Brainerd Reconstruction Project (\$3,015,000) to be paid for with water and sewer utility funds. The City will go through a rating application process, the City's current rating is AA-. Current projections for the interest rate is 3.8%.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2023A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$5,435,000.

### **RESOLUTION 35:23**

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

#### **Adopt Resolution Declaring Costs to be Assessed and Call for Public Hearing - 2022-2023 Nuisances and Downtown Special Services District**

City Engineer/Public Works Director Dehn stated that the total for the 2022-2023 Nuisances has been updated and a copy was provided to the Council and the public.

Community Development Director Kramvik stated that staff requests an updated amount for the nuisances for 2022-2023 from \$37,775 to \$40,500 due to not applying the administrative fee when the rolls were prepared.

Member O'Day asked for the difference between the Downtown Special Services District for 2021-2022 and 2022-2023.

City Engineer/Public Works Director Dehn stated that the amount went down in comparison to the previous year's assessment. This is due the way the snow fell, smaller snowfalls as opposed to more significant snowfall at once.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY TO ADOPT RESOLUTION DECLARING THE COST TO BE ASSESSED, ORDERS THE

PREPARATION OF THE PROPOSED ASSESSMENT, AND SETS A PUBLIC HEARING ON THE PROPOSED ASSESSMENT ON OCTOBER 16, 2023, AT 7:30 PM.

### **RESOLUTION 36:23**

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

#### **Adopt Resolution Declaring Costs to be Assessed and Call for Public Hearing - Imp 21-12 North Brainerd Reconstruction Project**

City Engineer/Public Works Director stated that the project is mainly complete, with turf establishment still to be accomplished. Due to this being included in the bid price, staff felt comfortable determining an assessment cost for the project. This doesn't close the contract with DeChantal Excavating, the contractor is required to complete any punch list items and finish out the contract.

Member O'Day asked about the establishment of turf grass.

Chair Bevans stated that it was done today.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK TO ADOPT RESOLUTION DECLARING THE COST TO BE ASSESSED, ORDERS THE PREPARATION OF THE PROPOSED ASSESSMENT, AND SETS A PUBLIC HEARING ON THE PROPOSED ASSESSMENT ON OCTOBER 16, 2023, AT 7:30 PM.

### **RESOLUTION 37:23**

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

#### **Adopt Resolution Declaring Costs to be Assessed and Call for Public Hearing - Imp 21-10 Greenwood Street Reconstruction Project**

City Engineer/Public Works Director Dehn stated that the Greenwood Street project was completed late in 2022. Staff were unable to assess the cost at the completion of the project. The project was proposed to be assessed differently than the policy, the recommendation was to assess per square foot of buildable area rather than the current policy. Staff confirmed this spring that the recommendation was appropriate for the assessment cost. The resolution in the packet was updated to correct the interest rate to 4.91% due to the project being completed last year and the number of years of the assessment should be 10 years and not 1. He has provided a copy of the City Council and public.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND O'DAY TO ADOPT RESOLUTION DECLARING THE COST TO BE ASSESSED, ORDERS THE PREPARATION OF THE PROPOSED ASSESSMENT, AND SETS A PUBLIC HEARING ON THE PROPOSED ASSESSMENT ON OCTOBER 16, 2023, AT 7:30 PM.

### **RESOLUTION 38:23**

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

## **First Reading - Proposed Ordinance 1558 - Rental Dwelling License Board of Appeals**

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND O'DAY, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1558 AMENDING SECTION 425.3014 OF THE CITY CODE AND DISPENSE WITH THE ACTUAL READING.

### **Public Forum**

The Chair opened the public forum at 8:10 p.m.

Becky LaPlante, 616 ½ Front St, asked about the hearing for Ordinance 1558.

Chair Bevans stated that the public hearing is on October 2<sup>nd</sup>. It is the time for citizens to give their opinion. No questions will be answered at that time.

Jose Maltos, 8194 Fairview Dr, Baxter, is the co-owner of a new business coming into town. He is happy to move back to Minnesota with the legalization of cannabis, it is a way of life. He is proud to bring a small business to the area now that the State has legalized cannabis.

The Chair closed the public forum at 8:11 p.m.

### **Staff Reports**

HRA Executive Director Charpentier stated that the Brainerd HRA was granted on behalf of the City the Small Cities grant for Southeast Brainerd. The HRA was funded the maximum amount requested. They will be able to work with 8 units of owner-occupied rehab and 12 units of single-family rehab.

Attorney Langel stated that there is a statute that allows the Attorney General's office to investigate unlawful practices under the Nonprofit Organization Act. He stated that due to the City not having had a contract with Lakes Media, it may be difficult to pursue this action.

Chair Bevans asked if there is personal liability for the board members of Lakes Media.

Attorney Langel stated that if there is a violation of law, it goes back to the individuals conducting business.

Chair Bevans stated that he believes that the contractual violation comes between the State of Minnesota and Lakes Media. He would like to see it on Personnel and Finance.

Member Johnson stated that the City should pursue it, he would also like to see it on Personnel and Finance. He does believe that they are organized as a 501(c)3 to provide a public access channel, which they are not doing, this contract is a violation of the nonprofit organizations act.

Community Development Director Kramvik stated that at the next Planning Commission meeting there will be a public hearing for the parking ordinance, and they will be discussing short-term rentals. The Touch a Truck and Flapjack festival is Saturday, September 23<sup>rd</sup> downtown.

City Engineer/Public Works Director Dehn stated that staff presented to the Minnesota House Capital Investment Committee, he felt the presentation was well received. The SW 4<sup>th</sup> St washout temporary fix has stayed in place. The pipe has been ordered and hopefully there will be a contractor in place by the time the pipe arrives. The City and SEH will be holding a public input session for the South 6<sup>th</sup> Street roundabout discussion with stakeholders. Finally, Crow Wing County Soil and Water District is holding a tour for the Buffalo Hills Gully project with County and State representatives invited to attend.

City Administrator Bergman reminded the Council that the bonding projects presented to the House Capital Investment Committee were the Wastewater Treatment Facility, Hwy 210 Pedestrian Bridge, and Cuyuna Lakes State Trail Extension. She thought the presentations were outstanding. Bolton and Menk shared a video of the treatment facility which she will share with the Council. As promised at the BPU and City Council Joint Workshop, there will be facility tours for BPU for officials on September 28<sup>th</sup> and 29<sup>th</sup>. Look for an e-mail to sign-up for those tours.

### **Council Member Reports**

Chair Bevans thanked the Parks Department for their hard work on Gregory Park this summer. Almost every weekend there is an event going on at Gregory and the park always looks great for the next users.

Member O'Day stated that in the future, there should be a contract with organizations for any services rendered.

Member Czczok stated that the lady from his building was going on the bus to HART to pet the animals. She is in a wheelchair; this is one of the reasons she also uses the bus. The ability to have public transit is important for those who are trying to help someone but cannot transport them in their own vehicle.

Member Johnson stated that the EDA met to decide on a logo and branding for the EDA. There may be a website within the next two months.

Member Terry invited everyone to the Recovery Walk on Thursday, September 21<sup>st</sup>, from 3p.m. to 7p.m.

### **Adjourn**

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND O'DAY, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 8:25 p.m.

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Jennifer Bergman  
City Administrator



OSTROWSKI CONCRETE CONCEPTS L

| Address         | Licensee Type | Status | State License | License<br>Expire<br>Date | Local License | License<br>Expire<br>Date |
|-----------------|---------------|--------|---------------|---------------------------|---------------|---------------------------|
| 6144 LENNOX LN  | Masonry       | Active |               | 12/31/2023                | 2023-0011     | 12/31/2023                |
| Total Licensees |               |        |               |                           |               | 1                         |

Population: All Records  
Licensee.DateRegistered Between 9/13/2023 12:00:00 AM AND 9/28/2023 12:00:00 AM



## CITY ENGINEER/PUBLIC WORKS DIRECTOR REPORT OCTOBER 2, 2023 CITY COUNCIL MEETING

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### Recreation Report

#### Adult Sports

- Adult Summer Softball
  - MS1 championship took place on August 23



- Fall Pickleball (starts this week August 22 and August 24)
  - Current #s as of August 17:
    - Tuesdays “Just for Fun”: 7
    - Tuesdays “Competitive”: 5
    - Thursdays “Just for Fun”: 9
    - Thursdays “Competitive”: 4
- Fall Kickball/Softball
  - Fall Kickball has 8 teams
  - MS2 Fall has 8 teams
  - Coed Fall has 9 teams
  - MS1 Fall has 5 teams
- End of Summer “I love the 90s” Tournaments
  - Pickleball Doubles: 9 teams (Saturday)



- Coed Adult Softball: 5 teams (Saturday)



○ Grass Coed 4s Volleyball: 11 teams (Sunday)



### Special Events:

The Great Pumpkin Festival October 14, 2023 at Gregory Park Brainerd from 1 – 4 p.m.

\*New this year Chickens carving pumpkins, Paint a pumpkin, and a photo shoot area.

Howl-O-Ween October 31, 2023 at Buster Park, Brainerd from 4:30-6 p.m.

\*Take your dog trick or treating don't forget to hit up the dog park! We will have treats! Costumes for dogs are strongly encouraged!

## Parks Maintenance Report

- Replaced water hook – up in Campground
- Fixed restroom strike plate
- Routine maintenance on welder & changed wire
- Turned fountains & Splash pad back on after ban
- Whipping & Spraying medians
- Drilled holes for gate
- Repairing vandalism
- Removed vandalized door
- Retrieved picnic table from boom lake
- Fixed vandalized picnic table – Lum Park
- Tracked down repair kits for vandalized rubber picnic tables – GGP and Kiwanis
- Fixed security light at MMP concessions
- Mowed contractor mess at GGP
- Laying Sod for field repair
- Hauled black dirt to Bane & MMP
- Changed oil on a couple vehicles and replaced battery on plow truck

- Picked up a pallet of Sod (70 rolls)
  - Helping coordinate boat landing with DNR
  - Removed brush pile from Lum
  - Temporary repair on concession door
  - Replacing doors
  - Moved rocks at GGP and hauled some from pit
  - Replaced electrical box cover for the 4<sup>th</sup> time – KWP. Used JB WELD this time – vandalism
  - Making sign board for launch
  - Cleaned up after ramp install
  - Sprayed and trimmed trees – downtown
  - Put boat dock back out & Secured it
  - Getting new signs for boat landing
  - Watering memorial trees at GGP
  - Helped streets with trees
  - Cut and chipped up large fallen branch – GGP
  - Picked up dumped furniture at boat landing
  - Cleaning up debris downtown – old flower beds and planters
  - Took down JCP batting cage
  - Mulching down – town
  - Cutting JCP field
  - Making skid implement
  - Blowing down water lines and draining water from toys at splash pad
  - Dumpster removed from Lum Park campground
  - Coordinating with Admin Spec. to determine blow down date for campground showers and spigots
  - Oversaw LPW contractor perform irrigation line repairs
  - Planted new grass seed at GGP and JCP
- 

## **Parks Projects Report**

### **Lyman P. White Park Project**

The contractor has replaced several trees that staff and WSB identified as dead and requiring replacement. The contractor has also finished repairing damaged/leaking irrigation ahead of blowing out the system for the winter. They have spent the summer watering the seeded areas of the park. However, daily watering has not accomplished the acceptable turf establishment. They have now returned to areas of failed seeding to place additional topsoil and new seed. Staff and WSB will continue to monitor the new seeding for establishment.

WSB has continued to progress the plans forward based on the comments received at the last Park Board meeting. Mostly focusing on establishing viewsheds. Staff visited the site with WSB to identify advantageous areas for viewsheds that limit tree harvesting while establishing the Park Board's desired viewsheds. We have begun the process of permitting with the MnDNR. However, the permit and plans require a 30-day review period. Until that time has expired, staff doesn't know if additional changes to the plans based on those requirements. Staff will be presenting final plans to the Park Board after the permit is issued and requesting authorization to bid. It is still expected that work will take place through spring 2024 before the LCCMR deadline of the end of June.

### **Parks ARPA Projects**

Staff has been working with Widseth to prepare the 60% plans for presentation to the Park Board for comments. Once plans are in final draft, staff will be presenting the plans to the Park Board and requesting authorization to bid the projects. It is expected that work will take place through spring and summer 2024.

## **2023 ADA Improvements**

Knife Lake has finished paving the final segment of sidewalk at Kiwanis Park. Maintenance staff is working on spreading the topsoil before placing new grass seed. At the same time, staff will be placing new grass seed on the areas next to the other sidewalk where the grass seed did not take due to the summer drought.

## **Buster Park Pavilion**

Staff has reviewed and approved engineering drawings and the pavilion is now heading for fabrication. It will take several weeks to fabricate before it can be installed. Staff will be reviewing weather conditions if the old gazebo can be removed and new foundations can be poured this fall or if the project will have to wait until spring for installation.

## **Memorial Park Disc Golf Course**

The disc golf group completed brush clearing and maintenance staff assisted with wood chipping and spreading into the areas where the new course will progress through the trees. At this time, staff is working with the group to place proposed tee and hole locations to get measurements before materials and signs are ordered. It will be likely that completion won't occur until spring 2024.

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## **Streets Maintenance Report**

### **Maintenance Tasks Completed Month Prior**

- Sewer inspection and cleaning
- Jetting sewer lines, including
- Marking utility locates
- Continued pothole patching
- Performed emergency sanitary sewer repairs
- Grading alleys and gravel roads
- Completed painting crosswalks in North Brainerd
- Installed traffic control for special event closures
- Cut down and removed concern trees at City-owned Graydon Avenue property
- Hauled new topsoil for parks areas for new seeding
- Performed repairs on dump truck, sweeper, and grader
- New Street Mechanic completed CDL permitting and in process of CDL licensing class
- Repairing the median cable fence on College Drive
- Assisted wastewater plant with broken sewer pipe
- Addressed mowing concerns at stormwater pond by Ridge Drive
- Collected brush debris at Brainerd Oaks entrance signs
- Fixed bent chain link fence on S. 6<sup>th</sup> and Willow
- Placed single axle dump truck on Public Auction site

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## **Engineering Report**

### **North Brainerd Reconstruction Project**

Most of the construction on the project is completed. Assessment letters have been sent out in advance of the Public Hearing on October 16<sup>th</sup>. Phase 3 has received temporary cover seeding. Staff has continued to inform the contractor of the need for temporary cover seeding on areas of Phase 2 that have not established the

necessary grass growth. Final turf establishment will be addressed in spring 2024.

### **TH 25 Bridge Replacement over BNSF Railway**

The contractor is constructing the approaching streets on either end of the bridge. They encountered some slope stability issues during construction that has delayed progress on the street building. They are addressing the slope stability issues and then will be completing road building. The closure and detour is likely to remain in place into October.

### **Graydon Avenue Outfall Repair Project**

The contractor has completed tree removals as necessary. Staff is expecting that the replacement project will occur over the next week.

### **Harrison Elementary Safe Routes to School Project**

The contractor has completed the work on this project. Some turf establishment is needed on the north side adjacent to the school, however this will continue to be monitored into spring 2024.

### **S. 6<sup>th</sup>/Willow Roundabout Project**

Staff and SEH met with adjacent property owners and trucking companies in the industrial district to collect input on the concept development. Many comments were received at the meeting and will be considered during continued development. Staff will be bringing forward a contract amendment request for a Phase 1 environmental investigation as the previous one will not be able to be re-used. The information from the previous Phase 1 will be used in development of the new one. The City will continue to coordinate and direct SEH through regular PMT meetings with Council. There will be an upcoming Open House for more public input and comment possibly in late October.

### **SW 4<sup>th</sup> Street Storm Outfall Project**

The temporary stabilization has continued to hold the slope in place with some slight sand washing out during recent rainfall events. The City has already ordered the storm sewer pipe and structures. Delivery is expected the first week in October. Bolton & Menk has been advertising the permanent corrective work to contractors to get both a price as well as availability. It was specified that the pipe and excavation work is to be completed over the next few weeks with final restorative work (turf, trees) to be expected in spring 2024.

### **Buffalo Hills Gully Remediation Project**

Staff has received all of the necessary signed easements from adjacent property owners needed to construct the project. We have also been able to review the plans and have a set of 100% final plans prepared. Staff has been working with the USACE to receive official notification that they have no jurisdiction or permitting required on the project. It is planned that staff will be requesting authorization to bid the project at the October 16<sup>th</sup> Council meeting. It is anticipated that work would begin this winter with completion in the spring of 2024.

### **Other Activities**

- Reviewed Erosion and Sediment Control plan for proposed developments
- Sent notices out for soil pile erosion control issues at 1420 Quince
- Participated in MnDOT PROTECT Subgroup.
- Completed final report for MN Historical Society regarding the Historic Water Tower project.
- Researched 3<sup>rd</sup>/Juniper stop sign request and installation from 2009.
- Participated in walkthrough with Widseth for the Police HVAC project.
- Continued follow up with Contractor at Lyman P. White Park project for punchlist items.
- Revision of 10-Year Capital Improvement Plan.
- Addressed claims for damages on North Brainerd project.

- Review and comment on SW 4<sup>th</sup> washout repair plans.
- Prepared MnDNR ReLeaf and Community Forest Management grant application.
- Surveying of upcoming construction projects on Wright/10<sup>th</sup>, Evergreen/Bluff, Beech/Oakridge
- Continued communication with contractor and subcontractors on North Brainerd regarding temporary seeding
- Prepared assessment rolls for Greenwood and North Brainerd construction projects and DTSR
- Mailed assessment notices for the upcoming Public Hearings on assessments for 2023
- Met and coordinated with USACE on-site at Buffalo Hills Gully to discuss possible jurisdiction questions
- Participated in ADA field walks for the upcoming TH 210 reconstruction project
- Presented TH 210/Lum Park Ped Bridge and CLST projects to House Capital Investment Committee
- Met with WSB/Mayor regarding upcoming presentation at APWA-MN Fall Conference
- Reviewed Centerpoint traffic control plans for gas main abandonment project on S. 10<sup>th</sup> Street
- Reviewed property on-site w/ owner at 219 W. Laurel in regard to variance request
- Reviewed and sent letter to mobile home park owner regarding damaged sanitary manhole casting
- Reviewed driveway curb complaint in Rice Court
- Prepared and distributed Downtown Snow Removal request for proposals
- Reviewed crosswalk marking locations on North Brainerd Reconstruction project
- Revised 10-Year Capital Improvement Plan per comments received from Council
- Prepared and mailed letters to property owners regarding downtown holiday decorations
- Provided site tour for Buffalo Hills Gully to SWCD, BWSR, City, County and State Elected Officials

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## Transit Report

### Activities

- The call answered percentages have improved and continue to be consistently over 93%.
- Bus Maintenance and Repairs continue to be top priorities for 3PC.
- Staff has been assisting with training of the newly hired 3PC on-site manager.
- Began drafting revised Cooperative agreements with CWC and Baxter.
- Met with MnDOT regarding issues with St. Francis School service
- Met with St. Francis School staff regarding their service and thoughts moving forward
- Continued participation with AECOM's service, financial and technology planning analysis. We are expecting that they will have a report and recommendations by spring of 2024.
- Bus lift inspections completed last week, buses under repair will be scheduled on another date
- Staff did a 3-part social media post series regarding the new County transit program
- Reviewing reports of accidents, damage, or injuries on buses.
- Reviewing complaints of Transit 3PC (drivers, dispatch, etc.) and forwarding them to 3PC supervisors.
- Ridership Reporting for August 2023
  - Year To Date
    - 1/1/22-8/31/22 = 35,502
    - 1/1/23-8/31/23 = 34,434 (-1,068)
  - August Only
    - August 2022 = 4,614
    - August 2023 = 3,690 (-924)

- July 2023 vs. August 2023
  - July 2023 = 3,424
  - August 2023 = 3,690 (+266)
- Likely reasons for declines in August 2023 vs. 2022
  - Loss of Pine River effective 7/14
  - Brainerd fare increase from \$1.25 (2022) to \$2.25 (June 2023) to \$3.00 (8/21/23)
  - Baxter fare increase from \$2.25 (2022) to \$7.00 (2023)
  - Reduced service hours due to bus maintenance and staffing issues





## Brainerd Fire Department Monthly Report

September 2023

### ACTIVITIES AND PUBLIC EDUCATION

In September, we provided live fire extinguisher training to city staff, and used our fire extinguisher simulator for 70 attendees from St. Francis and All Saints Churches. We also presented fire safety information to 200 children at Garfield School, and provided a station tour to 65 children from Lowell School. Firefighters also participated in the Brainerd ECCE / City of Brainerd Touch a Truck event.

We were proud to honor the men and women that gave the ultimate sacrifice saving others with our 9/11 Memorial Stair Climb. We had 35 firefighters from Brainerd, Crosslake and Nisswa. Several community members also joined us.

Brainerd Fire Department was honored to attend and support the Bataan March.



### TRAINING

Thank you to Mike Higgins and the BIC for allowing us to use their facility for training in Ground Ladders, Aerial Operations, Roof Operations, and Water Supply.



Firefighters participated in Aircraft Rescue Fire Fighting (ARFF) training at the Brainerd Lakes Regional Airport. We focused on ARFF truck operations, aircraft and fuel fire suppression, search and rescue inside the aircraft, and water supply to the ARFF truck.





## Brainerd Fire Department Monthly Report

September 2023

| INSPECTIONS                 |    |
|-----------------------------|----|
| Fire Alarm                  | 10 |
| Fire Pump                   | 4  |
| Hood Suppression            | 29 |
| Knox Box Install Inspection | 3  |
| License Inspection          | 1  |
| Sprinkler System            | 25 |

| BRAINERD FIRE COVERAGE AREA INCIDENT REPORT                         |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Type of NFIRS Incident<br>(National Fire Incident Reporting System) | Coverage Area Total Incidents<br>(Includes City of Brainerd) |
| Fire                                                                | 2                                                            |
| Rescue & Emergency Medical Service                                  | 11                                                           |
| Hazardous Condition                                                 | 4                                                            |
| Service Calls                                                       | 5                                                            |
| Good Intent Call                                                    | 11                                                           |
| Alarm Activation                                                    | 16                                                           |
| Severe Weather                                                      | 0                                                            |
| TOTAL                                                               | 49                                                           |
| Type of NFIRS Incident<br>(National Fire Incident Reporting System) | City of Brainerd Total Incidents                             |
| Fire                                                                | 2                                                            |
| Rescue & Emergency Medical Service                                  | 1                                                            |
| Hazardous Condition                                                 | 0                                                            |
| Service Calls                                                       | 3                                                            |
| Good Intent Call                                                    | 6                                                            |
| Alarm Activation                                                    | 10                                                           |
| Severe Weather                                                      | 0                                                            |
| TOTAL                                                               | 22                                                           |



## BRAINERD FIRE DEPARTMENT OPEN HOUSE

Learn about fire safety, meet the firefighters, see the fire trucks



**Cooking safety starts with YOU.**

**Pay attention to fire prevention.™**

 **FIRE PREVENTION WEEK™**

**fpw.org**

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Thursday, October 12 from 5 to 7 pm  
23 Laurel Street, Brainerd



### EMERGENCY NOTIFICATIONS

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

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





# HR DIRECTOR REPORT

## In this report:

- Classification and Compensation Study
- 2024 Health Insurance Renewal
- Union Negotiations
- Personnel
- Open Enrollment
- Wellness Committee
- Employee Policy Manual Update

## Classification and Compensation Study

Flaherty & Hood presented their public report during the 9/11/23 Council Work Session. Flaherty & Hood is continuing to work with Staff to provide current and complete implementation recommendations. Flaherty & Hood is also wrapping up its Mayor and Council wage and benefit study.

In the coming months, Staff will begin updating job descriptions for all of our classifications utilizing the new Flaherty & Hood job description template.

## 2024 Health Insurance

On August 17, 2023, we received our 2024 health insurance renewal from the Better Health Collective (managed by Sourcewell) with an average 9.43% increase for our four health plans and with an 8% rate cap for our 2025 renewal. During our renewal discussions, it was learned that Brainerd's claims versus premiums paid for the last 12-month lookback period was not favorable for our renewal. In fact, our per member per month premium average was \$682.63 and the per member per month claims were \$1,036.23. According to Adam Olson, our health insurance broker from North Risk Partners, he informed us that without the stability provided by being a member of the Better Health Collective Pool, we should have received closer to a 30% increase based on our utilization if we were rated on our own; further, that the trend for HealthPartners direct insured groups is a 9.5% - 10% increase.

## Union Negotiations

Our first negotiation session with the IBEW Public Utility and Administrative Support Unions will be held on October 27th. We are still trying to coordinate schedules to begin negotiations with the IUOE Street Union. Labor Negotiation Strategy Sessions will be held with the Council on October 2nd and 16th to prepare for those negotiations.

## Personnel

### New Hires/Promotions for City/BPU/HRA:

Daniel Loch - Finance Manager (10/30)  
Jason Boller - Police Officer (9/11)  
Miranda Halverson - Police Admin Supervisor (10/16)  
Tyler Heinlen - Police Intern (9/13)

### Farewell to:

Julie McCullough - Police Administrative Supervisor  
(Last working day being 10/13 with an effective retirement date being 11/30)

Numerous summer interns and temporary staff

### Current Job Opportunities:

#### Part-time/Internships/Seasonal Positions:

Community Service Officer - Accepting applications through October 4, 2023.

There are currently 9 City/HRA/Airport employees with Family & Medical Leave Act (FMLA) issues. 6 of those cases are for intermittent leave when needed.

## Open Enrollment

Our annual open enrollment meeting will be held on October 30th for employees to begin electing their 2024 benefits. Staff will also be distributing 2024 health insurance election forms to the Council and BPU Commission members around that same timeframe.

## Wellness Committee

The Wellness Committee organized the 2023 Employee Appreciation Event on September 6<sup>th</sup> at Lum Park. It was a great event and the food was excellent!

On September 19<sup>th</sup> and 20<sup>th</sup>, we partnered with the City of Baxter and The Better Health Collective to conduct our annual Flu Shot Clinic. 28 individuals received their flu shot at this year's clinic.

## Employee Policy Manual Update

Our City Attorney is continuing to review our Employee Policy Manual to incorporate several employment law changes as a result of the 2023 Legislative session. Hopefully an update will be presented for Council consideration in November.



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Approve 2023 Wage Grid for Electric Distribution Supervisor Position as Presented and Authorize Staff to Begin Hiring Process.

**AGENDA:** Consent

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Kris Schubert, Human Resources Director, Todd Wicklund, Public Utilities Director

**DEPARTMENT:** HR

**PRESENTER:** Kris Schubert, Human Resources Director

**ESTIMATED TIME (MIN):** n/a - consent calendar item.

**SUMMARY OF ISSUE:** On August 7th, the City Council approved an updated job description for the vacant Electric Distribution Supervisor position as recommended by the BPU Commission. At that time, it was noted that the wage information was still needed from our Classification and Compensation Study Consultant before the position could be posted.

Since that time, Staff has worked with the Flaherty & Hood Team to create a 2023 Wage Grid for the Electric Distribution Supervisor position. The grid was discussed by the BPU Commission at their September 26, 2023, meeting. The Commission recommended that the Council approve the 2023 Wage Grid for the Electric Distribution Supervisor position as presented; further, to authorize Staff to begin the hiring process to fill the position.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Below is the recommended 2023 Electric Distribution Supervisor Wage Grid:

| Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  |
|---------|---------|---------|---------|---------|---------|---------|---------|
| \$44.75 | \$46.89 | \$49.02 | \$51.15 | \$53.28 | \$55.41 | \$57.54 | \$59.67 |

**RECOMMENDED ACTION/MOTION:** Consent calendar item to approve the 2023 Electric Distribution Supervisor Wage Grid as Presented and Authorize Staff to Begin Hiring Process.

**FINANCIAL IMPACT:** The 2023 wage for this position is offset by the delayed Finance Manager hiring and the elimination of the Superintendent position.



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Adopt Resolution Authorizing The Execution Of Traffic Safety Enforcement Grant

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Adopt Resolution

**SUBMITTED BY:** John Davis, Police Chief

**DEPARTMENT:** Police

**PRESENTER:** John Davis, Police Chief

**ESTIMATED TIME (MIN):** 3 minutes

**SUMMARY OF ISSUE:** The 2024 fiscal year for the Department of Public Safety (DPS) Office of Traffic Safety (OTS) Traffic Safety Enforcement Grant began October 1, 2023. We are the fiscal host for this grant funding, and the DPS requires a resolution authorizing the Brainerd Police Department the authority to enter into the agreement and execute the grant.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The 2024 grant contract agreement amount is \$ 61,200.00, and of that amount, \$3,200.00 can be used for administrative costs associated with administering the grant which the police department has used and intends to continue using. In addition, as the fiscal agency, we will receive up to \$900.00 in a matching equipment purchase for preliminary breath tests and \$2,500.00 in full tuition reimbursement towards Breath Test Operator certifications and recertifications.

The grant funding supports targeted enforcement in high risk areas identified by the Brainerd Lakes Area Towards Zero Death Passenger Safety Coalition.

**RECOMMENDED ACTION/MOTION:** Adopt a resolution authorizing Police Chief John Davis the authority to execute the 2024 Traffic Safety Enforcement Grant.

**FINANCIAL IMPACT:** none

R E S O L U T I O N  
NO: XX:23

**RESOLUTION AUTHORIZING EXECUTION OF  
THE TRAFFIC SAFETY ENFORCEMENT GRANT CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the Brainerd Police Department is hereby authorized to enter into a cooperative agreement with the State of Minnesota Department of Public Safety, for traffic safety enforcement projects as specified in the Grant Contract during the period from October 1, 2023, through September 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

BE IT FURTHER RESOLVED that Police Chief John Davis of the Police Department of the City of Brainerd is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Brainerd Police Department and to be the fiscal agent and administer the grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Approve Promotion of Miranda Halverson to Police Administrative Supervisor

**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:** On September 5th, the Council accepted the retirement of Police Administrative Supervisor Julie McCullough and authorized Staff to conduct an internal promotional process to backfill the position. We had one applicant -- Police Records Management Lead Miranda Halverson. Police Chief Davis discussed the position with Ms. Halverson and Staff provided a conditional job offer to her. Staff recommends the promotion of Miranda Halverson to the Police Administrative Supervisor position effective October 16, 2023, at Step 3 (\$32.01 per hour). Please note that is the lowest step that is at least 3% more than her current wage as required by the Employee Policy Manual. Staff is also requesting that Council authorize an internal promotional process to backfill the Police Records Management Lead position.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Ms. McCullough's last working day in the office is October 13th.

**RECOMMENDED ACTION/MOTION:** Motion to approve the promotion of Miranda Halverson to the Police Administrative Supervisor position effective October 16, 2023, at Step 3 (\$32.01 per hour); further, to authorize Staff to begin the hiring process to backfill the Police Records Management Lead position.

**FINANCIAL IMPACT:** Both positions were included in the 2023 budget.





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Approval of 2024 Health Insurance Broker Agreement

**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:** Attached is the 2024 Service Agreement between the City of Brainerd and North Risk Partners for North Risk Partners to be our 2024 health insurance broker for the Better Health Collective (formerly Sourcewell) health insurance for the City, BPU and HRA. Please note this agreement is effective October 1, 2023 (same effective date as last year) as the broker will be assisting us with our 2024 Open Enrollment Process; further, North Risk Partners has offered to split the invoice so \$12,500 would be payable this fall and \$12,500 would be payable next summer. Please note the broker fee is split between the City, BPU and HRA based on the number of their employees enrolled in the Better Health Collective health plan. The City's share of the 2024 broker's fee will be approximately \$13,000.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** North Risk Partners has been our Health Insurance Broker since October 2020. Since that time, we have learned how beneficial a fully-engaged broker can be for our renewal process as well as presenting and negotiating benefits for us. In the past, North Risk Partners was able to negotiate a premium reduction for us; however, that was not an option for our 2024 renewal based on our past year's utilization.

**RECOMMENDED ACTION/MOTION:** Authorize retaining North Risk Partners as our health insurance broker for 2024 for the Better Health Collective (formerly Sourcewell) in the amount of \$25,000; further, to approve the attached 2024 Service Agreement between the City of Brainerd and North Risk Partners.

**FINANCIAL IMPACT:** The cost for this agreement is included in the budget.



NORTH RISK  
PARTNERS®

# Service Agreement

Large Group Employee Benefits

**City of Brainerd/BPU/HRA**

**Effective Date:** October 1, 2023 – September 30, 2024

Herein are services included in our package based on the current commission schedule. Extended services for additional fees are also listed. This document serves as a prompt for service discussions. Once finalized and signed, the document will serve as a formal agreement of services to be delivered by North Risk Partners.

| Service Description | Frequency |
|---------------------|-----------|
|---------------------|-----------|

## Ongoing Account Management

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <ul style="list-style-type: none"> <li>▪ Provide contact information and an outline of roles for all account management team members and arrange introduction.</li> <li>▪ Perform day-to-day service and act as a resource for City of Brainerd on all benefit topics.</li> <li>▪ Advocate on behalf of City of Brainerd and its employees regarding any benefit issues, questions, enrollment, claims and ongoing education.</li> <li>▪ Act as a liaison between City of Brainerd and all insurance providers and administrators.</li> <li>▪ Provide ongoing support of the benefits administration platform and all tools and resources – only if client is using EASE platform</li> <li>▪ Provide claims data as requested on the health plan as well as tracking high claim utilization. Risk advisor analysis and interpretation of the data where appropriate.</li> <li>▪ As requested, develop ad hoc charts and materials used for educating and illustrating.</li> <li>▪ Identify client service timeline, implement annual milestones, and execute strategy.</li> </ul> | Annually |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

## Enrollment Strategy & Employee Education

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <ul style="list-style-type: none"> <li>▪ Evaluate communication strategies and determine best-fit approach in the short and long term to enhance employee understanding of benefit offerings. This may include but is not limited to:             <ul style="list-style-type: none"> <li>• Open enrollment flyers, posters, payroll stuffers</li> <li>• On-site and Virtual Open Enrollment &amp; education meetings</li> <li>• Use of enrollment platform</li> <li>• Personalized enrollment guides - Bilingual communication options as needed</li> <li>• Ongoing communication and education on wellness/lifestyle resources, cost comparison tools, telemedicine, insurance carrier's value adds, etc.</li> </ul> </li> <li>▪ Determine new hire ongoing benefits enrollment options and eligibility.</li> <li>▪ Implement enrollment approach and provide ongoing support.</li> </ul> | Annually |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

| Service Description | Frequency |
|---------------------|-----------|
|---------------------|-----------|

### Mid-Year Review

- |                                                                                                                                                                                                                    |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <ul style="list-style-type: none"> <li>Analyze vendor, carrier and product performance. Determine based on client needs which plans to take to market for the upcoming renewal.</li> </ul>                         | Annually- 6th month following renewal date    |
| <ul style="list-style-type: none"> <li>Perform claims analysis and benchmark comparisons.</li> </ul>                                                                                                               |                                               |
| <ul style="list-style-type: none"> <li>Discuss upcoming renewal and open enrollment timeline goals.</li> </ul>                                                                                                     |                                               |
| <ul style="list-style-type: none"> <li>Discuss renewal estimates based on year-to-date claims information for budget projections of future costs.</li> </ul>                                                       | As needed based on group discussion           |
| <ul style="list-style-type: none"> <li>Review funding options and alternatives where appropriate.</li> </ul>                                                                                                       |                                               |
| <ul style="list-style-type: none"> <li>Present any new industry best practices, new products or services, compliance and legislative developments for consideration during the upcoming renewal (both).</li> </ul> | <i>Not applicable 1st yr. or part of pool</i> |

### Pre-Renewal Strategy

- |                                                                                                                                                                                                                                                                      |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <ul style="list-style-type: none"> <li>Pre-renewal discussion with City of Brainerd to confirm market specifications (phone or in person if needed)</li> </ul>                                                                                                       |          |
| <ul style="list-style-type: none"> <li>Prepare market specifications for health insurance coverage and solicit alternative product/financial proposals from all competitive markets and programs available, for plans determined in the mid-year meeting.</li> </ul> |          |
| <ul style="list-style-type: none"> <li>Request renewals 90-180 days prior to policy anniversary from health insurance carriers.</li> </ul>                                                                                                                           | Annually |
| <ul style="list-style-type: none"> <li>Review renewals for accuracy, justification and consistency with historical data.</li> </ul>                                                                                                                                  |          |
| <ul style="list-style-type: none"> <li>Meet with carrier representatives including sales/service, underwriting, claims, etc. to negotiate on City of Brainerd's behalf the most competitive renewals possible.</li> </ul>                                            |          |
| <ul style="list-style-type: none"> <li>Evaluate qualifying proposals in detail comparing costs, plan designs, administration expenses, network coverage, access and discounts.</li> </ul>                                                                            |          |

### Renewal Delivery and Process

- Prepare and present a comprehensive and concise Renewal Executive Summary to City of Brainerd's insurance committee.
- Analyze claims experience for the health plan's renewal period.
- Make recommendations regarding any plan changes or carrier finalists based on in-depth analysis.

| Service Description                                                                                                                                                                                                                                                                                                                                                                                                                                            | Frequency |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <ul style="list-style-type: none"> <li>▪ Inventory current services for the health insurance plan offered thru City of Brainerd and negotiate with finalists for needed services.</li> <li>▪ Provide detailed follow-up regarding any questions or timelines discussed and move forward with open enrollment strategy.</li> <li>▪ Assist City of Brainerd with implementation of recommended programs, plan changes and any vendor/carrier changes.</li> </ul> | Annually  |

### Training Center – Learning Management System (LMS): Zywave

Our unique solution assists companies in achieving employee training goals. Compared to traditional classroom-based instruction, online training reduces training costs, training time, improves trainee comprehension rates, and provides for consistent, enterprise-wide training content delivery. There are over 200 training courses in the areas of:

Available as part of the core services

- Employee Safety (Back Safety, First Aid, Bloodborne Pathogens, etc.)
- Human Resources (Diversity, Customer Service Skills, Employee Coaching, etc.)
- Wellness (Weight Management, Fitness for Everyone, Healthy Habits, etc.)
- Environmental (Hazardous Waste, Lead Safety, Chemical Handling, Spills, etc.)

### Safety & Loss Control Hotline – KPA

- Health & Safety programs: Processes review, regulatory and OSHA compliance, emergency action plans, DOT fleet-specific safety & compliance, develop early return to work programs, lower claims/loss experience
- Large-scope projects offered at a discounted fee

Available as part of the core services

### Wellness Consulting

North Risk Partners is a passionate proponent of the positive short and long-term impact of behavioral change. We have partnered with a variety of resources that are all at the leading edge of health and lifestyle promotion.

Available as part of the core services when requested

- Conduct an evaluation of the current wellness culture and create a strategic plan to meet overall City of Brainerd goals. This will involve

| Service Description | Frequency |
|---------------------|-----------|
|---------------------|-----------|

analyzing resources and program scope, including time frames and additional pricing (if applicable).

**HR & Employment Law Hotline – Wagner, Falconer, & Judd LTD**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ HR Support &amp; Compliance: Employee handbook, HR audit, FLSA, FMLA, COBRA, employment and onboarding processes and forms, benefits administration practices, workplace investigation complaints, disciplinary forms &amp; processes, hiring and termination practices</li> <li>▪ Webinars &amp; Seminars - geared around education on key HR topics</li> <li>▪ Large-scope projects offered at a discounted fee</li> </ul> | <p>Sponsorship available as part of the core services</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|

**Compliance Support**

We have a variety of tools and resources available to assist our clients with their compliance needs. Our consultation will evaluate your current status and we will recommend options to help support your compliance needs (some options may involve additional fees).

**HR & Benefits Resources – Enrollment in Zywave**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Online HR tool that provides compliance checklists, guides and links to state and federal laws</li> <li>▪ Compliance documents, sample handbooks, timely compliance updates and newsletters</li> <li>▪ Employee benefit communication pieces</li> <li>▪ Online HR toolbox:               <ul style="list-style-type: none"> <li>• ACA Reporting</li> <li>• Custom Job Description Builder</li> <li>• COBRA Notices Generator</li> <li>• Employee Cost Calculator</li> <li>• Compliance Notice Builder</li> <li>• Federal Poster Advisor</li> <li>• FLMA Advisor</li> <li>• OSHA Log</li> <li>• Health Plan Compliance Calendar</li> <li>• HR Self-Assessment</li> </ul> </li> </ul> | <p>Available as part of the Core Services</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|

| Service Description | Frequency |
|---------------------|-----------|
|---------------------|-----------|

- Sample Job Descriptions
- Interview Question Builder
- Multi-State Law Comparison Tool
- Performance Review Builder
- Salary benchmarking
- Employee Handbook Builder
- Total Compensation Statement Builder

**Seminars and Monthly Webinars** presented by industry professionals in the areas of insurance, human resources, safety and wellness. Recent webinar topics:

- Understanding HSA & VEBA Advantages
- Newly Enhanced Zywave Toolbox
- Mock Fatality Investigation
- Telecommuting: The Rules, Do's and Don'ts and Sample Policy

#### **Wrap Documents (additional fees may apply)**

- Summary Plan Description, Summary of Material Modification
- All ACA Notices, Special Enrollment Rights, Appeal Procedures

#### **Additional Required Notices**

- COBRA, State Continuation, CMS, CHIPRA, SBC, Model Exchange Notice

#### **Reporting Guidance**

- Annual CMS reporting
- Annual PCORI filing and fees
- Annual Reinsurance fees and filings
- ACA Reporting including 1094 and 1095 forms
- Annual 5500 filing when required (100+ enrolled employees)

**Compensation / Consulting Fee**

North Risk Partners agrees to provide consulting and core brokerage services as detailed throughout this service agreement in exchange for a fee-for service model:

**Fee for Service: \$25,000 annually.**

*(We can invoice semi-annual installments)*

This agreement shall remain for in effect for one year and can be renegotiated annually.

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North Risk Partners -  
Adam M. Olson

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Date

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City of Brainerd

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Date





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Consider IntraFi Cash Service (ICS) Agreement with Bremer

**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 Minutes

**SUMMARY OF ISSUE:** Bremer Bank has a new program called IntraFi Cash Services (ICS) which allows the City's funds currently held in a money market account to be swept into a different account to be used with ICS. The funds are then placed with banks that participate in the IntraFi's network in increments (principal and potential interest amount) of less than the FDIC insurance amount. The current interest rate on the traditional money market is about 3.0%. The interest rate for the ICS is 5.3%.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Attached to the agenda is a short presentation on the ICS service and the proposed ICS agreement.

The advantage is the additional interest income. The funds would be invested in Money Market (Savings) account in increments less than the FDIC insurance amount and therefore is protected. The Money Market (Savings) accounts invested through the ICS are chosen by Bremer. Staff will provide a listing and will update the listing through an online portal of any outside investments through Morton Capital (USBank) or RBC. Per the agreement, Bremer is allowed to invest in any Money Market savings in institutions that are not on the City's excluded list. The funds also stay liquid. There is no penalty for withdrawal from the ICS as with a traditional investment such as with a CD when it needs to be cashed in prior to maturity.

The disadvantage would be to ensure that the portal is always updated with any outside investments through Morton Capital (USBank) or RBC. A minimum of \$10,000 needs to be maintained in the City's ICS account.

The City's checking account is a non-interest bearing account. However, Bremer gives the City a .75% earning credit on the investable balance in the checking account which is more than enough to cover the monthly banking fees as well as the fee for the ICS.

**RECOMMENDED ACTION/MOTION:** Authorize signatures on the ICS agreement with Bremer Bank.

**FINANCIAL IMPACT:**



# SMART INVESTING

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Access Multi-Million-Dollar FDIC Insurance  
and Earn Interest

DDA-MMDA OFFERINGS

**BREMER**  
BANK

Member  
**FDIC**

© 2023 IntraFi Network LLC

# INTRAFI CASH SERVICE<sup>SM</sup>

## OVERVIEW

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IntraFi Cash Service, or ICS, is a smart convenient way to safeguard your large deposits. With ICS your funds are placed into demand deposit accounts or money market deposit accounts.

### With ICS, you can

- Enjoy peace of mind knowing your funds are eligible for multi-million-dollar FDIC insurance
- Earn interest
- Save time by working directly with our bank
- Maintain flexibility
- Know the amount of your deposit can be used to invest in your local community<sup>1</sup>

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi, ICS, Insured Cash Service are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.

# WHY ICS?

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## Enjoy Peace of Mind

Relax knowing that your funds are eligible for multi-million-dollar FDIC insurance, protection that's backed by the full faith and credit of the United States government.

No one has ever lost a penny of FDIC-insured deposits.



## Save Time

Work directly with us—a bank you know and trust—to access multi-million-dollar FDIC insurance, and say 'goodbye' to tracking collateral on an ongoing basis, managing multiple bank relationships, manually consolidating bank statements, and other time-consuming workarounds.

# WHY ICS?

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## Maintain Flexibility

Enjoy access to funds placed into demand deposit accounts and money market deposit accounts.



## Earn Interest

Earn one interest rate per service option.



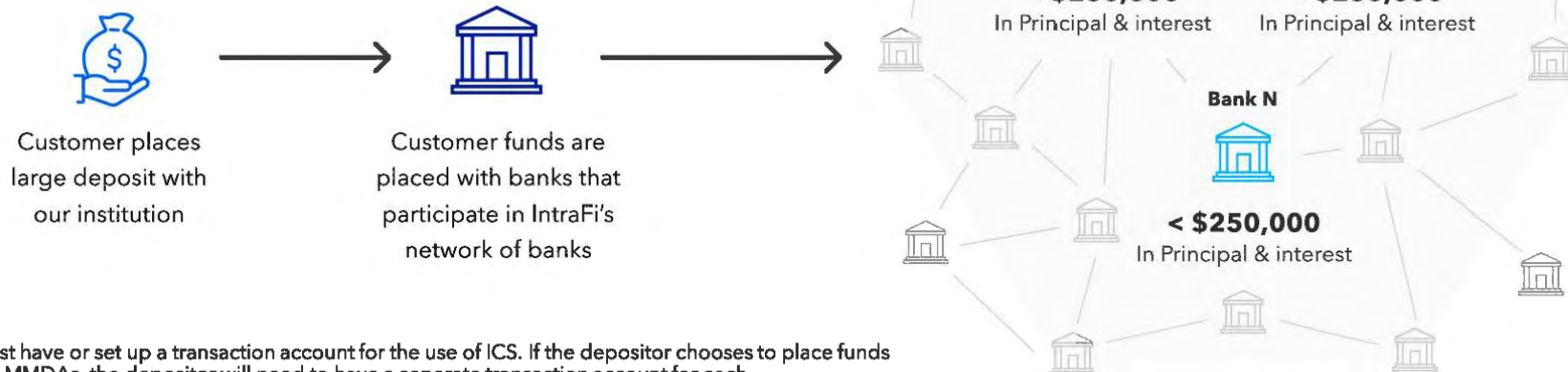
## Support Your Community

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.



# HOW DOES ICS WORK?

Through just one bank relationship, you can access FDIC insurance from many.



We, like other institutions that offer ICS, are members of a special network. When your organization uses ICS to place funds, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and placed in deposit accounts at other FDIC-insured banks that participate in the same network. You receive just one monthly statement detailing all of your placements, and, as always, your confidential information remains protected.

# FOLLOW THESE STRAIGHTFORWARD STEPS

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-  You sign an ICS Deposit Placement Agreement and a custodial agreement with us.
-  You identify an existing transaction account (or set up a new one) to be used with ICS.
-  Your funds are placed into deposit accounts at other IntraFi network banks.
-  You can check balances and see where your funds are at all times using an online tool specially developed for ICS.
-  You receive one monthly statement from us summarizing your account activity and balances across institutions.

# UTILIZE CONVENIENT, ONLINE TOOLS

When you choose ICS, you gain access to the Depositor Control Panel. You can check your ICS balances, view where your funds could be placed, review and manage daily proposed fund placements, track monthly program withdrawals (savings only), and view your transaction history.

**Welcome to the ICS® Depositor Control Panel**  
Welcome to the Depositor Control Panel for ICS, the Insured Cash Sweep® service. Your funds have been placed by **Bear County Community Bank** through ICS into deposit accounts at depository institutions (each as a Destination Institution) that participate in the service.

Total Principal Balance  
**\$4,695,000.00**

Total Accrued Interest  
**\$642.80**

Statements

Where Can My Funds Be Placed?

## My Accounts

Print

Export

Filter

| Account Title                      | Institution Transaction Account No. | ICS Deposit Option | Program Withdrawals | Rate % | Principal Balance | Accrued Interest |
|------------------------------------|-------------------------------------|--------------------|---------------------|--------|-------------------|------------------|
| Sample Corporation Savings Account | *****004                            | Savings            | 1 of 6              | 0.842  | \$2,450,000.00    | \$610.60         |
| Sample Corporation Demand Account  | *****008                            | Demand             | N/A                 | 0.712  | \$2,245,000.00    | \$32.20          |

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





## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

### 1. Deposit Placement

#### 1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

### 2. Your Relationship With Us

#### 2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may

not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Custodial Account and Interest Rate

#### 3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

#### 3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only

evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement (“*Triggering Event*”). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds (“*Root Account*”) to the Deposit Accounts at ICS Settlement (“*Program Deposit*”) or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement (“*Program Withdrawal*”).

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Deposit*”).

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Deposit*”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (“*Same-Day Deposit Cutoff Time*”). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day (“*Regular Program Withdrawal*”).

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (“*Same-Day Program Withdrawal*”) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (“*Same-Day Withdrawal Cutoff Time*”). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a

Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account (“DDA”) or a Deposit Account that is a money market deposit account (“MMDA”), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

### 5. Placement Feature

#### 5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi (“*Reciprocal Feature*”).

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions (“*One-Way Feature*”).

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

#### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

#### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

### 6. Daily Allocation and Depositor Control

#### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has





agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

## 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

## 6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

## 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (*“Proposed Placement List”*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (*“Alternate Placement List”*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

## 7. FDIC Insurance Considerations

### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.

The FDIC could also require you to provide additional documentation.

## 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration (“NCUA”) and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

## 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit “as soon as possible,” either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 8. Additional Considerations

### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

## 9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: “We may place deposits for you in DDAs or MMDAs.”

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, “You may use up to six MMDA Program Withdrawals per month.”

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, “No MMDA Program Withdrawal limit applies.”

(d) If you signed a previous version of this Agreement that was captioned “ICS Deposit Placement Agreement” and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned “ICS Deposit Placement Agreement” and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

## 10. Other Provisions

### 10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you (“*Identifying Information*”), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS (“*Service Provider*”), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

### 10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (“IRS”), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

### 10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

### 10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:

\_\_\_\_\_  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):

\_\_\_\_\_  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

|    |                 |    |                  |
|----|-----------------|----|------------------|
|    | Sweep Threshold |    | Return Threshold |
| \$ |                 | \$ |                  |

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

|    |                 |    |                  |
|----|-----------------|----|------------------|
|    | Sweep Threshold |    | Return Threshold |
| \$ |                 | \$ |                  |

(c) The Same-Day Deposit Cutoff Time is as follows:

|               |                  |    |         |                   |          |         |
|---------------|------------------|----|---------|-------------------|----------|---------|
|               | AM               | PM | Eastern | Central           | Mountain | Pacific |
| (insert time) | (check AM or PM) |    |         | (check time zone) |          |         |

Daylight Saving Time applies when nationally in effect unless checked here

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement (“*Agreement*”). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

We will place deposits for you in DDAs.

We will place deposits for you in MMDAs.

We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

→

You may use up to six MMDA Program Withdrawals per month.

No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

We will use only the Reciprocal Feature in placing deposits for you.

We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution’s main office (rather than the city and state of a branch location). The Exclusions List may also include the institution’s FDIC certificate number or transit routing number. If you do not list any exclusions enter “none” under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution

City and State

FDIC Certificate or Routing Number

(Add lines if necessary.)

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Signature of sole or primary Depositor



# Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (“*Agreement*”) with the following financial institution (“*we*” or “*us*”):

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement (“*Deposit Accounts*”) for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (“*Related Entitlements*”). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (“*Custodial Account*”) comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law (“*UCC*”), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name

Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):

\_\_\_\_\_

\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Discussion on Lakes Area Media Collaborative

**AGENDA:** P&F Committee

**ACTION REQUESTED:** Discussion Item

**SUBMITTED BY:** Connie Hillman, Finance Director

**DEPARTMENT:** Finance

**PRESENTER:** Connie Hillman, Finance Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:** At the September 18, 2023 Council meeting, Staff was directed to put Lakes Media Collaborative on the P&F Agenda to discuss a possible violation of the contractual relationship between Lakes Media Collaborative and the State of Minnesota as Lakes Media Collaborative is organized as a nonprofit in the State of MN.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Attached to this agenda request details the payments made from the City of Brainerd to Lakes Media Collaborative.

Staff could not locate Lakes Media Collaborative on the MN Attorney General's website. However, per the website: Please note that not all charities must register with the Attorney General's Office. Some are exempt from registering.

Per the Attorney General's website Minnesota nonprofits are governed by the Minnesota Nonprofit Corporation Act, Minn. Stat. ch. 317A.

Per the 2019, 990 file by Lakes Media Collaborative, the organization's mission or most significant activity was: "provide public local access television programming to keep the public informed about community programs and events, & to provide educational opportunities local area youth."

Also attached to this agenda request is the State of Minnesota - Office of the Attorney General Nonprofit/Charity Complaint Form.

**RECOMMENDED ACTION/MOTION:** Discussion item per the 9/18/23 council meeting.

**FINANCIAL IMPACT:**

## Lakes Media Collaborative Inc. Payment History

| <u>Year of<br/>Payment</u> | <u>Amount paid</u> |                                                                                                                    |
|----------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------|
| 2005                       | \$ 21,120          | 3/21/05 Meeting. At 4/5/05 meeting dedicated 3/5 of franchise fee to go to LAMC starting in 2006                   |
| 2006                       | 55,660             | 3/5th of fee collected for 2005, received in 2006                                                                  |
| 2007                       | 52,023             | 3/5th of fee collected for 2006, received in 2007                                                                  |
| 2008                       | 52,474             | 3/5th of fee collected for 2007, received in 2008                                                                  |
| 2009                       | 54,281             | 3/2/09 motion to pay LAMC 50% of the fee. Paid 50% of the fees collected for 2008, received in 2009 (\$108,561.70) |
| 2010                       | 56,941             | 50% of fee collected for 2009, received in 2010 (\$113,882.86)                                                     |
| 2011                       | 59,494             | 50% of fee collected for 2010, received in 2011 (\$118,987.24)                                                     |
| 2012                       | 59,326             | 50% of fee collected for 2011, received in 2012 (\$118,651.60)                                                     |
| 2013                       | 59,399             | 50% of fee collected for 2012, received in 2013 (\$118,797.77)                                                     |
| 2014                       | 62,062             | 50% of fee collected for 2013, received in 2014 (\$124,124.55)                                                     |
| 2015                       | 62,959             | 50% of fee collected for 2014, received in 2015 (\$125,917.07)                                                     |
| 2016                       | 64,325             | 50% of fee collected for 2015, received in 2016 (\$128,649.61)                                                     |
| 2017                       | 66,721             | 50% of fee collected for 2016, received in 2017 (\$133,441.08)                                                     |
| 2018                       | 65,990             | 50% of fee collected for 2017, received in 2018 (\$131,979.07)                                                     |
| 2019                       | 66,318             | 50% of fee collected for 2018, received in 2019 (\$132,635.14)                                                     |
| 2020                       | -                  |                                                                                                                    |
| 2021                       | -                  |                                                                                                                    |
| 2022                       | -                  |                                                                                                                    |
|                            | <u>\$ 859,090</u>  |                                                                                                                    |



State of Minnesota - Office of the Attorney General

## Nonprofit/Charity Complaint Form

**MAIL TO:**

Minnesota Attorney General's Office  
Charities Division  
445 Minnesota Street, Suite 1200  
St. Paul, MN 55101

| Your Information                                                           | Nonprofit/Charity Information               |
|----------------------------------------------------------------------------|---------------------------------------------|
| Name (Please Print)                                                        | Name of Nonprofit / Charitable Organization |
| Street Address                                                             | Street Address                              |
| City, State, and Zip Code                                                  | City, State, and Zip Code                   |
| Phone Number                                                               | Phone Number                                |
| Affiliation (if any) with nonprofit/charity (e.g., board member, employee) | Contact Person's Name and Title             |
| Email                                                                      | Email                                       |

**The information you provide may be used in the efforts to resolve the problem, to communicate with you, and/or to enforce applicable laws. The information may be shared with the party complained against, law enforcement agencies and consumer assistance agencies. You are not legally required to provide this information, but failure to do so may hinder efforts to resolve your problem.**

1. Have you contacted another agency? Yes No

If yes, give name of agency: \_\_\_\_\_

2. Have you filed a lawsuit? Yes No

Result: \_\_\_\_\_

3. What is the nature of your concern?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Complete this question if your complaint is about a charitable solicitation.**

Date of Solicitation: \_\_\_\_\_

Method of Solicitation (e.g., telephone, mail, door-to-door): \_\_\_\_\_

Name of Organization and Person Making the Solicitation: \_\_\_\_\_

Phone Number of Person Soliciting (if known): \_\_\_\_\_

Describe Complaint about Solicitation (attach additional pages if necessary):

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**5. Complete this question if your complaint is about charitable asset management or governance issues.**

Please describe in detail the actions by the board of directors or management of this organization that you believe violate the organization's mission and charitable purpose, articles and by-laws or show a misuse of charitable assets. Please include names of witnesses (and contact information) and relevant dates. Attach additional pages if needed.

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The information I have given you is true and accurate to the best of my knowledge and maybe used as stated on this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please submit copies of any relevant documents with your complaint.**



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Authorize SRF to Apply for Active Transportation (AT) Grant

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

**SUMMARY OF ISSUE:** MnDOT will be opening the solicitation for the Active Transportation Grant program this fall. As a reminder, the PMT for the TH 210/Lum Park Pedestrian Bridge feasibility study identified this grant program as one that should be targeted with remaining funds in the SRF contract. There are currently approximately \$15,000 in funds remaining to use towards grant applications. SRF included a cost of \$5,000 to prepare and submit this application on the behalf of the City.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** If the Council is acceptable to directing SRF to apply for this grant, we would likely need to return at a future meeting to request a resolution of support to include with the final application. At this time, staff is requesting authorization to allow SRF to begin preparation of the application materials through the fall. As an additional benefit, MnDOT has increased the maximum grant to \$1 Million, compared to \$500,000 as in previous years. No match is required for this grant program.

**RECOMMENDED ACTION/MOTION:** Staff recommends authorization for SRF to prepare and apply for the Active Transportation (AT) grant on behalf of the City for the TH 210/Lum Park Pedestrian Bridge.

**FINANCIAL IMPACT:** Up to \$5,000





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Request to Award Improvement 23-12 - SW 4th Street Washout Repair Project

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:** Staff and Bolton & Menk solicited bids from contractors for the SW 4th Street Washout Repair Project. The request for bids was published for over a week and Bolton & Menk reached out to several contractors directly informing them of the project. As a reminder, the Council adopted a resolution declaring the SW 4th Street washout an emergency and authorized staff to bypass standard bidding and bid advertisement timeframes. Staff has already placed the order for the new storm sewer pipe and delivery is expected during the first week of October. This was done to allow for the awarded contractor to begin work almost immediately without having to start the process of ordering pipe after contract execution. As part of the specifications given to contractors, they were given until November 3, 2023 to complete the repairs, with a contract completion date of June 14, 2024 to allow for turf establishment. The City received 5 responses to the request for bids. The Award Recommendation Letter, Bid Tabulation, and Bid Abstract are attached to this item for review.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Proposals were received from the following contractors:

- Landwehr Construction, St. Cloud
- Meyer Contracting, Maple Grove
- Tom's Backhoe Service, Brainerd
- RL Larson Excavating, St. Cloud
- Geislinger & Sons, Watkins

In reviewing the bid prices and recommendation from Bolton & Menk, staff is recommending award of the contract to Landwehr Construction. It is planned that costs for the project will be funded with the Storm Water Utility fund.

As a reminder, costs that have been expended to-date on the project are as follows:

- \$42,199.50 - DeChantal Excavating for the Temporary Repair and Stabilization Work
- \$16,649.42 - Rinker Materials for the Storm Sewer Pipe
- \$13,863.00 - Bolton & Menk for Engineering Services To-Date

- **\$72,711.92 - Total To-Date**

**RECOMMENDED ACTION/MOTION:** Staff recommends award of the Improvement 23-12 - SW 4th Street Washout Repair Project to Landwehr Construction in the amount of \$163,550.30.

**FINANCIAL IMPACT:** \$163,550.30



Real People. Real Solutions.

7656 Design Road  
Suite 200  
Baxter, MN 56425-8676

Ph: (218) 825-0684  
Fax: (218) 825-0685  
Bolton-Menk.com

September 28, 2023

Mayor and City Council  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

RE: Bid Review and Award Recommendation  
4<sup>th</sup> Street SW Storm Water Outfall Project  
BMI Project No.: OB1.131776

Dear Mayor and Council:

Pursuant to authority of the City Council, bids for the above referenced project were opened and read aloud at Brainerd City Hall at 10:00 A.M. on Thursday, September 28, 2023. Five bids were received:

| Contractor                  | Bid Total    |
|-----------------------------|--------------|
| Landwehr Construction, Inc. | \$163,550.30 |
| Meyer Contracting           | \$205,093.65 |
| Tom's Backhoe Service, Inc. | \$265,145.00 |
| RL Larson Excavating, Inc.  | \$267,293.01 |
| Geislinger & Sons, Inc      | \$336,757.00 |
|                             |              |
| Engineer's Estimate         | \$168,080.00 |

The apparent low bidder is Landwehr Construction of St. Cloud, MN with a bid of \$163,550.30. No mathematical errors were found in the bids received. The apparent low bid is approximately 3% lower than the engineer's estimate. Attached please find the Bid Tabulation listing the total amount of the bids received and the Bid Abstract listing and verifying a breakdown of the unit prices submitted with each bid

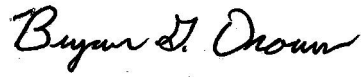
The City of Brainerd has also purchased the concrete storm sewer piping and manholes directly from a manufacturer to accelerate the completion of the project. The cost of storm sewer materials is \$16,649.42.

Bolton & Menk, Inc. is familiar with Landwehr Construction and we recommend a contract be awarded to Landwehr Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$163,550.30.

Name: City of Brainerd  
Date: September 28, 2023  
Page: 2

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "Bryan G. Drown". The signature is written in a cursive, flowing style.

**Bryan G. Drown, PE**  
Project Manager

Cc: Jessie Dehn, PE – Brainerd Public Works Director

Attachments: Bid Tabulation  
Bid Abstract



Real People. Real Solutions.

## BID TABULATION

**PROJECT:** 4<sup>th</sup> Street SW Stormwater Outfall  
City of Brainerd  
Brainerd, MN

**DATE:** September 28, 2023  
**TIME:** 10:00 a.m.

**PROJECT NO.** 0B1.131776

| BIDDERS |                                              | TOTAL AMOUNT BID |
|---------|----------------------------------------------|------------------|
| 1.      | Landwehr Construction, Inc.<br>St. Cloud, MN | \$163,550.30     |
| 2.      | Meyer Contracting Inc.<br>Maple Grove, MN    | \$205,093.65     |
| 3.      | Tom's Backhoe Service, Inc.<br>Brainerd, MN  | \$265,145.00     |
| 4.      | RL Larson Excavating, Inc.<br>St. Cloud, MN  | \$267,293.01     |
| 5.      | Geislinger & Sons, Inc.<br>Watkins, MN       | \$336,757.00     |
|         |                                              |                  |
|         |                                              |                  |
|         |                                              |                  |

## BID TABULATION

**PROJECT:** 4<sup>th</sup> Street SW Stormwater Outfall  
CITY OF BRAINERD  
BRAINERD, MN

**DATE:** September 28, 2023  
**TIME:** 10:00 a.m.

**PROJECT NO.** 0B1.131776

ABSTRACT OF BIDS

BRAINERD 4TH STREET SW STORMWATER OUTFALL

CITY OF BRAINERD, MN

BMI PROJECT NO. 0B1131776

BID DATE: 9/28/2023  
TIME: 10:00 A.M.

|                            |                                                           |                |          | Engineer's Estimate<br>Bolton & Menk, Inc. |             | 1<br>Landwehr Construction<br>St. Cloud, MN |             | 2<br>Meyer Contracting<br>Maple Grove, MN |             | 3<br>Tom's Backhoe Service<br>Brainerd, MN |             | 4<br>RL Larson Excavating<br>St. Cloud, MN |              | 5<br>Geislinger & Sons<br>Watkins, MN |             |
|----------------------------|-----------------------------------------------------------|----------------|----------|--------------------------------------------|-------------|---------------------------------------------|-------------|-------------------------------------------|-------------|--------------------------------------------|-------------|--------------------------------------------|--------------|---------------------------------------|-------------|
| ITEM NO.                   | ITEM                                                      | APPROX. QUANT. | UNIT     | UNIT PRICE                                 | AMOUNT      | UNIT PRICE                                  | AMOUNT      | UNIT PRICE                                | AMOUNT      | UNIT PRICE                                 | AMOUNT      | UNIT PRICE                                 | AMOUNT       | UNIT PRICE                            | AMOUNT      |
| BASE BID                   |                                                           |                |          |                                            |             |                                             |             |                                           |             |                                            |             |                                            |              |                                       |             |
| PART 1 - STREETS           |                                                           |                |          |                                            |             |                                             |             |                                           |             |                                            |             |                                            |              |                                       |             |
| 1                          | MOBILIZATION                                              | 1              | LUMP SUM | \$7,500.00                                 | \$7,500.00  | \$41,000.00                                 | \$41,000.00 | \$50,000.00                               | \$50,000.00 | 25,000.00                                  | \$25,000.00 | \$150,000.00                               | \$150,000.00 | \$53,000.00                           | \$53,000.00 |
| 2                          | REMOVE & DISPOSE POLY TARP, TIRES, AND DEBRIS             | 1              | LUMP SUM | \$5,000.00                                 | \$5,000.00  | \$5,000.00                                  | \$5,000.00  | \$4,819.48                                | \$4,819.48  | 600.00                                     | \$600.00    | \$10,000.00                                | \$10,000.00  | \$2,500.00                            | \$2,500.00  |
| 3                          | REMOVE CASTING                                            | 1              | EACH     | \$500.00                                   | \$500.00    | \$325.00                                    | \$325.00    | \$95.47                                   | \$95.47     | 100.00                                     | \$100.00    | \$200.00                                   | \$200.00     | \$450.00                              | \$450.00    |
| 4                          | REMOVE BITUMINOUS PAVEMENT                                | 5              | SQ YD    | \$50.00                                    | \$250.00    | \$65.00                                     | \$325.00    | \$81.16                                   | \$405.80    | 25.00                                      | \$125.00    | \$50.00                                    | \$250.00     | \$100.00                              | \$500.00    |
| 5                          | REMOVE CURB & GUTTER                                      | 20             | LF       | \$25.00                                    | \$500.00    | \$16.00                                     | \$320.00    | \$19.59                                   | \$391.80    | 25.00                                      | \$500.00    | \$50.00                                    | \$1,000.00   | \$25.00                               | \$500.00    |
| 6                          | REMOVE TEMPORARY HDPE PIPE CULVERT                        | 105            | LF       | \$10.00                                    | \$1,050.00  | \$30.00                                     | \$3,150.00  | \$21.19                                   | \$2,224.95  | 20.00                                      | \$2,100.00  | \$40.00                                    | \$4,200.00   | \$25.00                               | \$2,625.00  |
| 7                          | COMMON EXCAVATION (CV) (P)                                | 100            | CU YD    | \$35.00                                    | \$3,500.00  | \$45.00                                     | \$4,500.00  | \$28.06                                   | \$2,806.00  | 50.00                                      | \$5,000.00  | \$15.00                                    | \$1,500.00   | \$430.00                              | \$43,000.00 |
| 8                          | COMMON EXCAVATION OF SEDIMENT IN RIVER (LV)               | 884            | CU YD    | \$65.00                                    | \$57,460.00 | \$25.00                                     | \$22,100.00 | \$36.53                                   | \$32,292.52 | 100.00                                     | \$88,400.00 | \$12.00                                    | \$10,608.00  | \$50.00                               | \$44,200.00 |
| 9                          | CONCRETE CURB & GUTTER, DESIGN B618                       | 20             | LF       | \$150.00                                   | \$3,000.00  | \$65.00                                     | \$1,300.00  | \$72.22                                   | \$1,444.40  | 80.00                                      | \$1,600.00  | \$120.00                                   | \$2,400.00   | \$200.00                              | \$4,000.00  |
| 10                         | BITUMINOUS PATCH                                          | 5              | SQ YD    | \$200.00                                   | \$1,000.00  | \$1,100.00                                  | \$5,500.00  | \$823.41                                  | \$4,117.05  | 4,000.00                                   | \$20,000.00 | \$1,804.00                                 | \$9,020.00   | \$350.00                              | \$1,750.00  |
| 11                         | STABILIZED CONSTRUCTION ENTRANCE                          | 1              | EACH     | \$2,000.00                                 | \$2,000.00  | \$500.00                                    | \$500.00    | \$1,000.00                                | \$1,000.00  | 1,500.00                                   | \$1,500.00  | \$0.01                                     | \$0.01       | \$4,000.00                            | \$4,000.00  |
| 12                         | COMMON TOPSOIL BORROW (LV)                                | 100            | CU YD    | \$80.00                                    | \$8,000.00  | \$75.00                                     | \$7,500.00  | \$81.09                                   | \$8,109.00  | 150.00                                     | \$15,000.00 | \$50.00                                    | \$5,000.00   | \$60.00                               | \$6,000.00  |
| 13                         | SEDIMENT CONTROL LOG, WOOD CHIP                           | 400            | LF       | \$8.00                                     | \$3,200.00  | \$7.40                                      | \$2,960.00  | \$3.20                                    | \$1,280.00  | 15.00                                      | \$6,000.00  | \$3.50                                     | \$1,400.00   | \$10.00                               | \$4,000.00  |
| 14                         | ROLLED EROSION CONTROL PREVENTION PRODUCT, CATEGORY 60    | 500            | SQ YD    | \$20.00                                    | \$10,000.00 | \$8.60                                      | \$4,300.00  | \$7.70                                    | \$3,850.00  | 30.00                                      | \$15,000.00 | \$8.25                                     | \$4,125.00   | \$11.00                               | \$5,500.00  |
| 15                         | ROLLED EROSION CONTROL PREVENTION PRODUCT, CATEGORY 30    | 600            | SQ YD    | \$15.00                                    | \$9,000.00  | \$5.60                                      | \$3,360.00  | \$2.89                                    | \$1,734.00  | 30.00                                      | \$18,000.00 | \$3.25                                     | \$1,950.00   | \$4.00                                | \$2,400.00  |
| 16                         | ROLLED EROSION CONTROL PREVENTION PRODUCT, CATEGORY 72    | 100            | SQ YD    | \$40.00                                    | \$4,000.00  | \$45.00                                     | \$4,500.00  | \$32.00                                   | \$3,200.00  | 25.00                                      | \$2,500.00  | \$33.50                                    | \$3,350.00   | \$20.00                               | \$2,000.00  |
| 17                         | FERTILIZER TYPE 3 @ 200 LB/ACRE                           | 23             | LBS      | \$100.00                                   | \$2,300.00  | \$1.10                                      | \$25.30     | \$10.00                                   | \$230.00    | 40.00                                      | \$920.00    | \$10.50                                    | \$241.50     | \$4.00                                | \$92.00     |
| 18                         | SEEDING, INCL SEED (MNDOT SEED MIX 35-241) @ 32.5 LB/ACRE | 4              | LBS      | \$50.00                                    | \$200.00    | \$18.50                                     | \$74.00     | \$100.00                                  | \$400.00    | 25.00                                      | \$100.00    | \$105.00                                   | \$420.00     | \$20.00                               | \$80.00     |
| 19                         | SEEDING, INCL SEED (MNDOT SEED MIX 21-111) @ 100 LB/ACRE  | 12             | LBS      | \$40.00                                    | \$480.00    | \$1.50                                      | \$18.00     | \$100.00                                  | \$1,200.00  | 25.00                                      | \$300.00    | \$105.00                                   | \$1,260.00   | \$20.00                               | \$240.00    |
| 20                         | SEEDING, INCL SEED (MNDOT SEED MIX 22-111) @ 30.5 LB/ACRE | 4              | LBS      | \$40.00                                    | \$160.00    | \$5.00                                      | \$20.00     | \$100.00                                  | \$400.00    | 25.00                                      | \$100.00    | \$105.00                                   | \$420.00     | \$20.00                               | \$80.00     |
| 21                         | DUCKBILL ANCHOR                                           | 50             | EACH     | \$50.00                                    | \$2,500.00  | \$190.00                                    | \$9,500.00  | \$410.79                                  | \$20,539.50 | 100.00                                     | \$5,000.00  | \$0.01                                     | \$0.50       | \$100.00                              | \$5,000.00  |
| 22                         | DECIDUOUS TREE 2" CAL B&B                                 | 6              | EACH     | \$1,000.00                                 | \$6,000.00  | \$1,350.00                                  | \$8,100.00  | \$1,000.00                                | \$6,000.00  | 2,000.00                                   | \$12,000.00 | \$1,260.00                                 | \$7,560.00   | \$950.00                              | \$5,700.00  |
| TOTAL PART 1 - STREETS     |                                                           |                |          | \$127,600.00                               |             | \$124,377.30                                |             | \$146,539.97                              |             | \$219,845.00                               |             | \$214,905.01                               |              | \$187,617.00                          |             |
| PART 2 - STORM SEWER       |                                                           |                |          |                                            |             |                                             |             |                                           |             |                                            |             |                                            |              |                                       |             |
| 23                         | CONNECT TO EXISTING STORM SEWER                           | 1              | EACH     | \$2,000.00                                 | \$2,000.00  | \$1,695.00                                  | \$1,695.00  | \$2,475.32                                | \$2,475.32  | 1,000.00                                   | \$1,000.00  | \$10,000.00                                | \$10,000.00  | \$2,500.00                            | \$2,500.00  |
| 24                         | INSTALL 24" RCP                                           | 79             | LIN FT   | \$100.00                                   | \$7,900.00  | \$70.00                                     | \$5,530.00  | \$204.47                                  | \$16,153.13 | 100.00                                     | \$7,900.00  | \$200.00                                   | \$15,800.00  | \$500.00                              | \$39,500.00 |
| 25                         | INSTALL 24" RCP PIPE APRON                                | 1              | EACH     | \$1,500.00                                 | \$1,500.00  | \$1,110.00                                  | \$1,110.00  | \$2,165.53                                | \$2,165.53  | 1,000.00                                   | \$1,000.00  | \$3,500.00                                 | \$3,500.00   | \$3,000.00                            | \$3,000.00  |
| 26                         | INSTALL DRAINAGE STRUCTURE DESIGN 48-4020                 | 45             | LF       | \$400.00                                   | \$18,080.00 | \$335.00                                    | \$15,142.00 | \$255.17                                  | \$11,533.68 | 400.00                                     | \$18,080.00 | \$190.00                                   | \$8,588.00   | \$2,000.00                            | \$90,400.00 |
| 27                         | CASTING ASSEMBLY NEENAH R-1733                            | 3              | EACH     | \$1,000.00                                 | \$3,000.00  | \$970.00                                    | \$2,910.00  | \$955.41                                  | \$2,866.23  | 1,000.00                                   | \$3,000.00  | \$1,100.00                                 | \$3,300.00   | \$1,000.00                            | \$3,000.00  |
| 28                         | CASTING ASSEMBLY NEENAH R-3075                            | 1              | EACH     | \$1,000.00                                 | \$1,000.00  | \$1,230.00                                  | \$1,230.00  | \$1,296.43                                | \$1,296.43  | 1,280.00                                   | \$1,280.00  | \$1,000.00                                 | \$1,000.00   | \$1,200.00                            | \$1,200.00  |
| 29                         | GEOTEXTILE FABRIC                                         | 80             | SQ YD    | \$15.00                                    | \$1,200.00  | \$11.95                                     | \$956.00    | \$3.79                                    | \$303.20    | 8.00                                       | \$640.00    | \$5.00                                     | \$400.00     | \$6.00                                | \$480.00    |
| 30                         | RANDOM RIP-RAP CLASS IV                                   | 52             | CU YD    | \$100.00                                   | \$5,200.00  | \$150.00                                    | \$7,800.00  | \$350.88                                  | \$18,245.76 | 200.00                                     | \$10,400.00 | \$150.00                                   | \$7,800.00   | \$155.00                              | \$8,060.00  |
| 31                         | FILTER AGGREGATE                                          | 20             | CU YD    | \$30.00                                    | \$600.00    | \$140.00                                    | \$2,800.00  | \$175.72                                  | \$3,514.40  | 100.00                                     | \$2,000.00  | \$100.00                                   | \$2,000.00   | \$50.00                               | \$1,000.00  |
| TOTAL PART 2 - STORM SEWER |                                                           |                |          | \$40,480.00                                |             | \$39,173.00                                 |             | \$58,553.68                               |             | \$45,300.00                                |             | \$52,388.00                                |              | \$149,140.00                          |             |
| TOTAL BASE BID:            |                                                           |                |          | \$168,080.00                               |             | \$163,550.30                                |             | \$205,093.65                              |             | \$265,145.00                               |             | \$267,293.01                               |              | \$336,757.00                          |             |
| PROPOSED START DATE:       |                                                           |                |          |                                            |             | 10/9/2023                                   |             | 10/16/2023                                |             | 10/4/2023                                  |             |                                            |              | 10/16/2023                            |             |



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Approve Downtown Snow Removal Bids

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, Public Works Director

**DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, Public Works Director

**ESTIMATED TIME (MIN):** 2 Minutes

**SUMMARY OF ISSUE:** Attached to this request are the bids that were received for the 2023-2024 downtown snow removal services. Competitive bids were directly solicited to 5 contractors as well as publicly published in the Dispatch and the website. Staff received 2 bids for the annual contract from Tom's Backhoe Service and S&K Outdoor Services. The two received bids are attached to this item.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Staff reviewed the bids received. The low bidder for the snow removal contract is S&K Outdoor Services. The costs associated with the low bid are \$6,100.00 and \$1,700.00 for the first 4 inches of snow on streets/alleys/parking lots and sidewalks respectively. Each additional inch after the first 4 inches is \$1,400.00 and \$300.00 respectively. On a 4 inch snowfall, this represents a 1.5% decrease under last year's submitted bid.

**RECOMMENDED ACTION/MOTION:** Staff recommends award of the 2023-2024 downtown snow removal services contract to S&K Outdoor Services.

**FINANCIAL IMPACT:** Unknown at this time.



## City of Brainerd

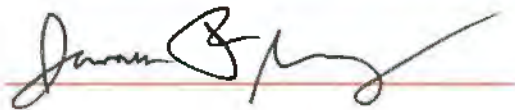
### 2023-2024 Downtown Snow Removal

### Form of Proposal



| Description                                       | Unit     | Unit Price           |
|---------------------------------------------------|----------|----------------------|
| STREETS, ALLEYS, PARKING LOTS (4" BASE)           | LUMP SUM | 6,100. <sup>00</sup> |
| STREETS, ALLEYS, PARKING LOTS (EACH ADD'T'L INCH) | INCH     | 1700. <sup>00</sup>  |
| SIDEWALKS (4" BASE)                               | LUMP SUM | 1400. <sup>00</sup>  |
| SIDEWALKS (EACH ADD'T'L INCH)                     | INCH     | 300. <sup>00</sup>   |

This proposal dated this 27 day of September, 2023

Signed: 

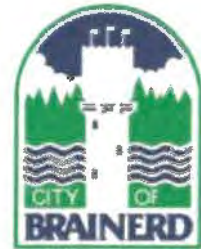
Title: Asst. City Eng

Stk Outdoor Services  
15495 120<sup>th</sup> Ave  
Little Falls MN, 56345

## City of Brainerd

### 2023-2024 Downtown Snow Removal

### Form of Proposal



| Description                                      | Unit     | Unit Price |
|--------------------------------------------------|----------|------------|
| STREETS, ALLEYS, PARKING LOTS (4" BASE)          | LUMP SUM | 6,493.80   |
| STREETS, ALLEYS, PARKING LOTS (EACH ADDT'L INCH) | INCH     | 1,821.46   |
| SIDEWALKS (4" BASE)                              | LUMP SUM | 1,504.66   |
| SIDEWALKS (EACH ADDT'L INCH)                     | INCH     | 316.78     |

This proposal dated this 27<sup>th</sup> day of September, 2023

Signed: Kathy Thompson

Title: CFO

Tom's Backhoe Service Inc  
323 Woodland Hills Ln  
Brainerd MN 56401  
218-828-4232



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Approve 2024-2033 Capital Improvement Plan

**AGENDA:** SPW Committee

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jessie Dehn, Public Works Director

**DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, Public Works Director

**ESTIMATED TIME (MIN):** 5 Minutes

**SUMMARY OF ISSUE:** Attached to this item is the final draft of the 10-Year Capital Improvement Plan for the years 2024 through 2033. Comments have been received by the Council at a couple meetings and staff is presenting the plan revised based on those comments. Staff is requesting Council approval and adoption of the 10-Year Capital Improvement Plan as presented.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** It was requested at the September 18th meeting that staff provide narrative and justification on changes from the previous 5-Year Capital plan. Attached to this item is a memo summarizing the changes that were made from the previous plan to the current plan.

**RECOMMENDED ACTION/MOTION:** Staff is requesting approval and adoption of the 10-Year Capital Improvement Plan for 2024-2033.

**FINANCIAL IMPACT:** N/A



| YEAR | PROJ. NO. | PROJECT DESCRIPTION                          | TOTAL       | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                                                                                                                                                                                                                                          |
|------|-----------|----------------------------------------------|-------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 | 24-01     | 2024 Seal Coat                               | \$150,000   | \$150,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 | 24-02     | 2024 Crack Sealing                           | \$35,000    | \$35,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 | 24-03     | 2024 Street Patching                         | \$50,000    | \$50,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 | 24-04     | 2024 Street Striping                         | \$25,000    | \$25,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 |           | 2024 Street Scanning                         | \$35,000    | \$35,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 | 22-08     | South Brainerd Reconstruction Project        | \$4,280,000 | \$1,225,000       | \$915,000           | \$0                 | \$490,000           | \$350,000           | \$1,300,000      | \$0           | Paul Circle, Madison Street (6th to 7th), S. 7th Street (Madison to Paul), Paul Street (6th to 8th), S. 8th Street (Paul to Wright), Todd Street (7th to Bane Park), Vine Street (6th to 7th), S. 7th Street (Pine to Tamarac), Rosewood Street, Sycamore Street, Tamarack Street |
| 2024 |           | Evergreen/Bluff Resurfacing Project          | \$143,956   | \$11,968          | \$71,978            | \$60,010            | \$0                 | \$0                 | \$0              | \$0           | Evergreen Avenue (N. 10th to 1st NE), Bluff Avenue (10th to Evergreen)                                                                                                                                                                                                            |
| 2024 | 21-15     | Buffalo Hills Gully Erosion Project          | \$1,300,000 | \$0               | \$0                 | \$0                 | \$0                 | \$395,000           | \$0              | \$905,000     | MN Clean Water Fund Grant Award                                                                                                                                                                                                                                                   |
| 2024 |           | Laurel Street Bridge Repairs                 | \$75,000    | \$0               | \$0                 | \$75,000            | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2024 |           | 2024 Storm Sewer Outfall Replacement Project | \$50,000    | \$0               | \$0                 | \$0                 | \$0                 | \$50,000            | \$0              | \$0           | O Street/10th Avenue NE                                                                                                                                                                                                                                                           |
| 2024 |           | 2024 Sanitary Sewer Replacement Project      | \$302,000   | \$0               | \$0                 | \$0                 | \$302,000           | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
|      |           | TOTAL 2024                                   | \$6,445,956 | \$1,531,968       | \$986,978           | \$135,010           | \$792,000           | \$795,000           | \$1,300,000      | \$905,000     |                                                                                                                                                                                                                                                                                   |
| 2025 | 25-01     | 2025 Seal Coat                               | \$160,000   | \$160,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2025 | 25-02     | 2025 Crack Sealing                           | \$37,500    | \$37,500          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2025 | 25-03     | 2025 Street Patching                         | \$55,000    | \$55,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2025 | 25-04     | 2025 Street Striping                         | \$26,000    | \$26,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2025 |           | S. 6th/Willow Roundabout Project             | \$1,326,061 | \$0               | \$38,495            | \$315,545           | \$53,893            | \$91,139            | \$76,990         | \$750,000     | HSIP Grant Award, Includes Willow Street Reconstruction from from 6th to 7th                                                                                                                                                                                                      |
| 2025 |           | Beech/Oakridge Reconstruction Project        | \$2,223,925 | \$108,089         | \$345,413           | \$489,691           | \$377,249           | \$364,556           | \$538,927        | \$0           | Beech Street (Oak to Oakridge), Oakridge Street (Beech to 28th)                                                                                                                                                                                                                   |
| 2025 |           | S. 10th/Wright Resurfacing Project           | \$404,022   | \$0               | \$176,001           | \$228,021           | \$0                 | \$0                 | \$0              | \$0           | S. 10th Street (Wright to Industrial Park), Wright Street (6th to 13th) includes Realignment                                                                                                                                                                                      |
| 2025 |           | South Brainerd Resurfacing Project           | \$513,541   | \$256,771         | \$256,771           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Ridge Drive, Ridge Court, Aspen Court, Carol Lane, Crestview Lane (Buffalo Hills to Pineview), Norway Court, Pineview Drive, Belle Rae Circle, Woodcrest Road, Graydon Avenue (Buffalo Hills to Woodcrest)                                                                        |
| 2025 |           | Hawkins Drive Resurfacing Project            | \$67,140    | \$33,570          | \$33,570            | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
| 2025 |           | 2025 Storm Sewer Outfall Replacement Project | \$50,000    | \$0               | \$0                 | \$0                 | \$0                 | \$50,000            | \$0              | \$0           |                                                                                                                                                                                                                                                                                   |
|      |           | TOTAL 2025                                   | \$4,863,191 | \$676,930         | \$850,250           | \$1,033,257         | \$431,142           | \$505,695           | \$615,917        | \$750,000     |                                                                                                                                                                                                                                                                                   |

| YEAR | PROJ. NO. | PROJECT DESCRIPTION                                     | TOTAL       | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                                                                                                                                   |
|------|-----------|---------------------------------------------------------|-------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2026 | 26-01     | 2026 Seal Coat                                          | \$160,000   | \$160,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2026 | 26-02     | 2026 Crack Sealing                                      | \$37,500    | \$37,500          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2026 | 26-03     | 2026 Street Patching                                    | \$55,000    | \$55,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2026 | 26-04     | 2026 Street Striping                                    | \$26,000    | \$26,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2026 |           | TH 210/Washington Street Reconstruction Project (MnDOT) | \$3,351,000 | \$0               | \$0                 | \$2,710,000         | \$66,000            | \$0                 | \$575,000        | \$0           |                                                                                                                                                                            |
| 2026 |           | Southeast Brainerd Reconstruction Project               | \$2,004,940 | \$505,666         | \$373,015           | \$0                 | \$412,279           | \$46,481            | \$667,500        | \$0           | Maple Street (17th to 19th), Norwood Street (17th to 19th), 18th Street SE (Oak to Laurel), 19th Street SE (Oak to Laurel)                                                 |
| 2026 |           | South Brainerd Resurfacing Project                      | \$550,413   | \$275,207         | \$275,207           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Spruce Drive, Birchridge Drive, Linden Lane, Graydon Avenue (Woodcrest to S. 6th), Hillcrest Drive                                                                         |
| 2026 |           | Pine Street Resurfacing Project                         | \$169,793   | \$84,897          | \$84,897            | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Pine Street (14th to Walnut)                                                                                                                                               |
| 2026 |           | Dal-Mar Resurfacing Project                             | \$106,970   | \$53,485          | \$53,485            | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Dal-Mar Drive from end of curb to dead end                                                                                                                                 |
| 2026 |           | S. 11th Street Resurfacing Project                      | \$327,986   | \$163,993         | \$163,993           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | S. 11th Street (Industrial Park to Thiesse)                                                                                                                                |
| 2026 |           | 2026 Storm Sewer Outfall Replacement Project            | \$50,000    | \$0               | \$0                 | \$0                 | \$0                 | \$50,000            | \$0              | \$0           |                                                                                                                                                                            |
|      |           | TOTAL 2026                                              | \$6,839,603 | \$1,361,747       | \$950,596           | \$2,710,000         | \$478,279           | \$96,481            | \$1,242,500      | \$0           |                                                                                                                                                                            |
| 2027 | 27-01     | 2027 Seal Coat                                          | \$170,000   | \$170,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2027 | 27-02     | 2027 Crack Sealing                                      | \$40,000    | \$40,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2027 | 27-03     | 2027 Street Patching                                    | \$60,000    | \$60,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2027 | 27-04     | 2027 Street Striping                                    | \$27,000    | \$27,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                                                            |
| 2027 |           | TH 210/Washington Street Reconstruction Project (MnDOT) | \$3,351,000 | \$0               | \$0                 | \$2,710,000         | \$66,000            | \$0                 | \$575,000        | \$0           |                                                                                                                                                                            |
| 2027 |           | Northeast Brainerd Reconstruction Project               | \$2,475,739 | \$661,366         | \$420,525           | \$0                 | \$308,385           | \$284,463           | \$801,000        | \$0           | 14th Avenue NE (L to O), 15th Avenue NE (Lum Park Rd to L), J Street NE (13th to 15th), K Street NE (13th to 15th), L Street NE (13th to 14th), M Street NE (13th to 14th) |
| 2027 |           | 2027 Storm Sewer Outfall Replacement Project            | \$50,000    | \$0               | \$0                 | \$0                 | \$0                 | \$50,000            | \$0              | \$0           |                                                                                                                                                                            |
|      |           | TOTAL 2027                                              | \$6,173,739 | \$958,366         | \$420,525           | \$2,710,000         | \$374,385           | \$334,463           | \$1,376,000      | \$0           |                                                                                                                                                                            |

| YEAR | PROJ. NO. | PROJECT DESCRIPTION                          | TOTAL        | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                                                                                     |
|------|-----------|----------------------------------------------|--------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|------------------------------------------------------------------------------------------------------------------------------|
| 2028 | 28-01     | 2028 Seal Coat                               | \$170,000    | \$170,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                              |
| 2028 | 28-02     | 2028 Crack Sealing                           | \$40,000     | \$40,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                              |
| 2028 | 28-03     | 2028 Street Patching                         | \$60,000     | \$60,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                              |
| 2028 | 28-04     | 2028 Street Striping                         | \$27,000     | \$27,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                              |
| 2028 |           | Southeast Brainerd Reconstruction Project    | \$3,142,214  | \$1,068,198       | \$612,765           | \$0                 | \$257,361           | \$386,870           | \$817,020        | \$0           | Quince Street (11th to 15th), 11th Street SE (Quince to Oak), 12th Street SE (Quince to Oak), 14th Street SE (Quince to Oak) |
| 2028 |           | Northeast Brainerd Resurfacing Project       | \$365,083    | \$182,541         | \$182,541           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | C Street NE (1st to 3rd), D Street NE (Gillis to 3rd), F Street NE (1st to 3rd), G Street NE (1st to 3rd)                    |
| 2028 |           | 2028 Storm Sewer Outfall Replacement Project | \$50,000     | \$0               | \$0                 | \$0                 | \$0                 | \$50,000            | \$0              | \$0           |                                                                                                                              |
|      |           | TOTAL 2027                                   | \$3,854,297  | \$1,547,740       | \$795,306           | \$0                 | \$257,361           | \$436,870           | \$817,020        | \$0           |                                                                                                                              |
|      |           | TOTALS 2024-2028                             | \$28,176,785 | \$6,076,750       | \$4,003,654         | \$6,588,267         | \$2,333,167         | \$2,168,509         | \$5,351,436      | \$1,655,000   |                                                                                                                              |
|      |           | % PARTICIPATION                              | 100.0%       | 21.6%             | 14.2%               | 23.4%               | 8.3%                | 7.7%                | 19.0%            | 5.9%          |                                                                                                                              |

| YEAR | PROJ. NO. | PROJECT DESCRIPTION                           | TOTAL       | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                          |
|------|-----------|-----------------------------------------------|-------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|-------------------------------------------------------------------|
| 2029 | 29-01     | 2029 Seal Coat                                | \$180,000   | \$180,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                   |
| 2029 | 29-02     | 2029 Crack Sealing                            | \$42,500    | \$42,500          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                   |
| 2029 | 29-03     | 2029 Street Patching                          | \$65,000    | \$65,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                   |
| 2029 | 29-04     | 2029 Street Striping                          | \$28,000    | \$28,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                   |
| 2029 |           | 2029 Street Scanning                          | \$35,000    | \$35,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                   |
| 2029 |           | Oak Street Reconstruction                     | \$2,989,961 | \$0               | \$591,235           | \$703,852           | \$55,182            | \$56,308            | \$1,583,384      | \$0           | Oak Street (16th St SE to TH 18/25)                               |
| 2029 |           | Laurel Street Resurfacing Project             | \$266,344   | \$133,172         | \$133,172           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Laurel Street (SW 4th St to S 6th St)                             |
| 2029 |           | Wright/Thiesse Extensions Resurfacing Project | \$632,153   | \$316,076         | \$316,076           | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Wright Street (13th to End), Thiesse Drive (West End to East End) |
|      |           | TOTAL 2029                                    | \$4,238,958 | \$799,748         | \$1,040,484         | \$703,852           | \$55,182            | \$56,308            | \$1,583,384      | \$0           |                                                                   |

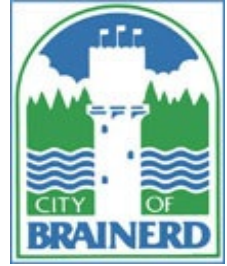
| YEAR | PROJ. NO. | PROJECT DESCRIPTION                       | TOTAL       | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                                                                                         |
|------|-----------|-------------------------------------------|-------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------|
| 2030 | 30-01     | 2030 Seal Coat                            | \$180,000   | \$180,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2030 | 30-02     | 2030 Crack Sealing                        | \$42,500    | \$42,500          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2030 | 30-03     | 2030 Street Patching                      | \$65,000    | \$65,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2030 | 30-04     | 2030 Street Striping                      | \$28,000    | \$28,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2030 |           | Southeast Brainerd Reconstruction Project | \$3,959,405 | \$1,037,263       | \$595,019           | \$0                 | \$684,272           | \$452,812           | \$1,190,038      | \$0           | Maple Street (15th to 17th), Norwood Street (15th to 17th), 15th Street SE (Maple to Laurel), 16th Street SE (Norwood to Laurel) |
| 2030 |           | 15th Street SE Resurfacing Project        | \$66,233    | \$33,117          | \$33,117            | \$0                 | \$0                 | \$0                 | \$0              | \$0           | Oak Street to Maple Street                                                                                                       |
|      |           | TOTAL 2030                                | \$4,341,138 | \$1,385,880       | \$628,136           | \$0                 | \$684,272           | \$452,812           | \$1,190,038      | \$0           |                                                                                                                                  |
| 2031 | 31-01     | 2031 Seal Coat                            | \$190,000   | \$190,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2031 | 31-02     | 2031 Crack Sealing                        | \$45,000    | \$45,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2031 | 31-03     | 2031 Street Patching                      | \$70,000    | \$70,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2031 | 31-04     | 2031 Street Striping                      | \$29,000    | \$29,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                  |
| 2031 |           | Pine/Quince Reconstruction Project        | \$2,384,678 | \$680,148         | \$390,163           | \$0                 | \$364,152           | \$256,593           | \$693,622        | \$0           | Pine Street (S. 6th to S. 10th), Quince Street (S. 6th to S. 11th)                                                               |
| 2031 |           | Northeast Brainerd Reconstruction Project | \$2,721,062 | \$755,720         | \$433,514           | \$0                 | \$546,228           | \$205,275           | \$780,325        | \$0           | 6th Avenue NE (E to H), 7th Avenue NE (E to H), F Street NE (6th to 8th), G Street NE (6th to 8th)                               |
|      |           | TOTAL 2031                                | \$5,439,740 | \$1,769,869       | \$823,677           | \$0                 | \$910,379           | \$461,868           | \$1,473,948      | \$0           |                                                                                                                                  |



| YEAR | PROJ. NO. | PROJECT DESCRIPTION                                  | TOTAL        | CONSTRUCTION FUND | SPECIAL ASSESSMENTS | MUNICIPAL STATE AID | SANITARY SEWER FUND | STORM WATER UTILITY | WATER FUND (BPU) | OTHER SOURCES | COMMENTS                                                                                                                                  |
|------|-----------|------------------------------------------------------|--------------|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 2032 | 32-01     | 2032 Seal Coat                                       | \$190,000    | \$190,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2032 | 32-02     | 2032 Crack Sealing                                   | \$45,000     | \$45,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2032 | 32-03     | 2032 Street Patching                                 | \$70,000     | \$70,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2032 | 32-04     | 2032 Street Striping                                 | \$29,000     | \$29,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2032 |           | Southeast Brainerd Reconstruction Project            | \$3,999,796  | \$1,194,794       | \$685,386           | \$0                 | \$495,246           | \$209,380           | \$1,414,990      | \$0           | 11th Street SE (Willow to Quince), 12th Street SE (Willow to Quince), Rosewood Street (11th to 15th), 14th Street SE (Rosewood to Quince) |
|      |           | TOTAL 2032                                           | \$4,333,796  | \$1,528,794       | \$685,386           | \$0                 | \$495,246           | \$209,380           | \$1,414,990      | \$0           |                                                                                                                                           |
| 2033 | 33-01     | 2033 Seal Coat                                       | \$200,000    | \$200,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2033 | 33-02     | 2033 Crack Sealing                                   | \$47,500     | \$47,500          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2033 | 33-03     | 2033 Street Patching                                 | \$75,000     | \$75,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2033 | 33-04     | 2033 Street Striping                                 | \$30,000     | \$30,000          | \$0                 | \$0                 | \$0                 | \$0                 | \$0              | \$0           |                                                                                                                                           |
| 2033 |           | Oak Street/TH 18/TH 25 Roundabout Project            | \$1,075,000  | \$0               | \$0                 | \$1,000,000         | \$0                 | \$0                 | \$75,000         | \$0           |                                                                                                                                           |
| 2033 |           | Northeast Brainerd Reconstruction Project            | \$3,245,329  | \$943,502         | \$541,234           | \$0                 | \$599,867           | \$213,568           | \$947,159        | \$0           | 12th Avenue NE (J to M), 13th Avenue NE (J to M), K Street NE (11th to 13th), L Street NE (11th to 13th), M Street NE (11th to 13th)      |
| 2033 |           | South Brainerd Sanitary Sewer Rehabilitation Project | \$500,000    | \$0               | \$0                 | \$0                 | \$500,000           | \$0                 | \$0              | \$0           |                                                                                                                                           |
|      |           | TOTAL 2033                                           | \$5,172,829  | \$1,296,002       | \$541,234           | \$1,000,000         | \$1,099,867         | \$213,568           | \$1,022,159      | \$0           |                                                                                                                                           |
|      |           | TOTALS 2029-2033                                     | \$23,526,461 | \$6,780,292       | \$3,718,915         | \$1,703,852         | \$3,244,947         | \$1,393,936         | \$6,684,518      | \$0           |                                                                                                                                           |
|      |           | % PARTICIPATION                                      | 100.0%       | 28.8%             | 15.8%               | 7.2%                | 13.8%               | 5.9%                | 28.4%            | 0.0%          |                                                                                                                                           |

|  |  |                  |              |              |             |             |             |             |              |             |  |
|--|--|------------------|--------------|--------------|-------------|-------------|-------------|-------------|--------------|-------------|--|
|  |  | TOTALS 2024-2033 | \$51,703,245 | \$12,857,043 | \$7,722,570 | \$8,292,119 | \$5,578,114 | \$3,562,445 | \$12,035,955 | \$1,655,000 |  |
|  |  | % PARTICIPATION  | 100.0%       | 24.9%        | 14.9%       | 16.0%       | 10.8%       | 6.9%        | 23.3%        | 3.2%        |  |





# MEMO

TO: BRAINERD CITY COUNCIL

FROM: CITY ENGINEER/PUBLIC WORKS DIRECTOR JESSIE DEHN

DATE: OCTOBER 2, 2023

SUBJECT: SUMMARY OF CHANGES IN 10-YEAR CAPITAL IMPROVEMENTS PLAN

It was requested at the September 18th meeting that staff provide narrative and justification on changes from the previous 5-Year Capital plan. As a reminder, last year's plan was a 5-Year Capital plan including the years of 2023 through 2027. The current draft plan is a 10-Year Capital plan for the years 2024 through 2033. Below is a summary of changes for each year that is covered under both plans.

## 2024

- 2024 Street Striping
  - o Adjusted budgeted amount due to market increases (reported 60% increase in Wright County in '23)
- 2024 Crack Sealing
  - o Adjusted budgeted amount due to bid prices in 2023, staff may be able to bring this work in-house
- 2024 Street Patching
  - o Adjusted budgeted amount due to market increases
- 2024 Street Scanning
  - o Adjusted budgeted amount based on quotes received
- South Brainerd Reconstruction
  - o Consolidated each street into one project, revised estimate based on design plans
- Willow Street (S. 6<sup>th</sup> to S. 7<sup>th</sup>) Resurfacing
  - o Moved to be included with S. 6<sup>th</sup>/Willow Roundabout project in 2025
- Evergreen/Bluff Resurfacing Project
  - o Large sections of Evergreen has deteriorated significantly including previous patching and crack filling already. One block of Bluff is also showing distress and would be the only block left in the area with a large difference in vintage.
- Buffalo Hills Gully Erosion Project
  - o Moved to 2024 due to delays in easements and tree removal restrictions
- Laurel Street Bridge Repairs
  - o Gasket on the east expansion joint has failed and fallen in. Staff attempted to repair last fall, but has again fallen in. The area now has experienced a considerable washout of the riprap below due to the

stormwater getting into the joint. Repairs are needed before the erosion progresses to the bridge abutment.

- 2024 Storm Sewer Outfall Replacement Project
  - o This storm sewer outfall at O/10<sup>th</sup> NE has collapsed and needs repair before continued damage to the property occurs.

## 2025

- 2025 Street Scanning
  - o Removed based on quotes received, annual software licensing would likely be budgeted through operating budget.
- S. 6<sup>th</sup>/Willow Roundabout Project
  - o New project based on receiving HSIP grant funds for 2025
- Beech/Oakridge Reconstruction
  - o Originally a resurfacing project in 2026. In review of the scope, there are watermain, sanitary and storm replacement needs as well as opportunities to improve street grades for drainage that would preserve the long-term health of the new pavement.
- S. 10<sup>th</sup>/Wright Resurfacing
  - o Originally Wright Street Resurfacing and S. 10<sup>th</sup> Reconstruction projects in 2026. Moved up one year due to deteriorating conditions can changed both to resurfacing based on projected state aid funding. Combined with Wright re-alignment project.
- South Brainerd Resurfacing Project
  - o Consolidated street into one project, added Ridge Drive, Ridge Court, and Aspen Court based on current pavement conditions, moved Linden, Spruce, and North Graydon to 2026. Essentially splitting the neighborhood streets into a west half in 2025 and east half in 2026.
- Highway 25 Trail Connection
  - o Removed from CIP, MnDOT did not use these funds. Will be applied to TH 210 project.
- 2025 Storm Sewer Outfall Replacement
  - o Identification of potential replacement of failed or collapsed storm sewer outfall found during inspections.

## 2026

- TH 210/Washington Street Reconstruction Project
  - o Revised estimate
- Southeast Brainerd Reconstruction Project
  - o Moved project up in priority due to deteriorating street conditions and known issues with utilities in the area.
- South Brainerd Resurfacing Project
  - o See comments in 2025
- Pine Street Resurfacing Project
  - o Moved project up in priority due to deteriorating pavement conditions.
- Dal-Mar Resurfacing Project
  - o Moved project up in priority due to deteriorating pavement conditions, specifically beyond the curb and gutter section.

- S. 11<sup>th</sup> Street Resurfacing Project
  - o Moved project up in priority due to deteriorating pavement conditions.

2027

- TH 210/Washington Street Reconstruction Project
  - o Revised estimate
- Northeast Brainerd Reconstruction
  - o Consolidated streets into one project, re-scoped some streets as reconstruction due to poor condition utilities. Moved 6<sup>th</sup> and 7<sup>th</sup> Avenue projects to 2031 due to available budget this year.

As was discussed in previous meetings, the Council authorized budgeting for street scanning in 2024. The street scanning would provide an analysis of all the street conditions in the city. Based on the results of that analysis and updated mapping for utilities, it is likely that staff and Council will be revising the plan again next year.



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Final Reading - Proposed Ordinance 1556 - Creating Section 1350 of the City Code - Micromobility

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

**PRESENTER:** Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

**SUMMARY OF ISSUE:** Attached to this item is Proposed Ordinance 1556, an ordinance creating Section 1350 of the City Code regulating the use of various forms of micromobility. Also attached are City Code Sections 915 and 1335 for reference. Micromobility is a relatively newer technology that continues to grow in popularity. Micromobility is a term that refers to transportation using lightweight vehicles such as bicycles or scooters, especially electric ones. Electric-assist bicycles, scooters, skateboards, and segways are all examples of forms of micromobility.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** No comments or revisions were requested at the First Reading of the Ordinance at the Council meeting on September 5th. The attached proposed ordinance is attached to this item and is the same as what was presented to the Council at the First Reading.

**RECOMMENDED ACTION/MOTION:**

1. Motion to conduct the final reading of Proposed Ordinance 1556, an ordinance creating Section 1350 of the City Code and dispense with the actual reading.  
\* Note: a vote to dispense with the actual reading of the ordinance must be unanimous.
2. Hold a Public Hearing on Proposed Ordinance 1556.
3. Motion to adopt Proposed Ordinance 1556, an ordinance creating Section 1350 of the City Code.

**FINANCIAL IMPACT:** N/A

**ORDINANCE  
NO. 1556**

**AN ORDINANCE CREATING SECTION 1350 MICROMOBILITY IN THE CITY CODE**

THE CITY COUNCIL FOR THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: PURPOSE.

1.1 Statement of Purpose and Intent.

This Ordinance is adopted by the City of Brainerd City Council for the purpose of protecting public health and safety by regulating the operation of various forms of personal mobility devices, also known as forms of micromobility, in the public right-of-way and other public places within the City of Brainerd.

The City wishes to be proactive in protecting public safety by enacting regulations that will reduce risks to the public with the interactions of these forms of micromobility with pedestrians and motor vehicles.

SECTION 2. ADDITION TO THE CITY CODE.

SECTION 1350 – MICROMOBILITY

1350.01      Definitions. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

- a) Bicycle has the meaning specified in Minn. Stat. § 169.011.
- b) Central Business District is defined as the area bounded by Front Street on the north, the west side of South 8th Street on the east, Maple Street on the south, and east side of South 6th Street on the west.
- c) Electric-assisted bicycle has the meaning specified in Minn. Stat. § 169.011.
- d) Electric skates are defined as a personal mobility device based on roller skates or inline skates, controlled by a remote control for speed control and braking.
- e) Electric-assisted skateboard is defined as a personal mobility device based on a skateboard, sometimes controlled by a remote control or shifting body weight forward or backward for speed control and braking.
- f) Electric personal assistive mobility device has the meaning specified in Minn. Stat. § 169.011.
- g) Motorized bicycle has the meaning specified in Minn. Stat. § 169.011.

h) Motorized foot scooter has the meaning specified in Minn. Stat. § 169.011.

i) Pedestrian has the meaning specified in Minn. Stat. § 169.011.

1350.02      Operation.

a) Electric personal assistive mobility devices

a. An electric personal assistive mobility device may be operated on a bicycle trail.

b. No person may operate an electric personal assistive mobility device on a roadway, sidewalk, or bicycle trail at a rate of speed that is not reasonable and prudent under the conditions. Every person operating an electric personal assistive mobility device on a roadway, sidewalk, or bicycle trail is responsible for becoming and remaining aware of the actual and potential hazards then existing on the roadway or sidewalk and must use due care in operating the device.

c. An electric personal assistive mobility device may not be operated at any time while carrying more than one person.

d. A person operating an electric personal assistive mobility device on a sidewalk must yield the right-of-way to pedestrians at all times. A person operating an electric personal assistive mobility device on a bicycle trail must yield the right-of-way to bicycles at all times.

b) Electric-assisted bicycles

a. A person may operate an electric-assisted bicycle in the same manner as provided for operation of other bicycles, as described in City Code Section 1335 – Bicycles.

c) Motorized bicycles

a. No person shall operate a motorized bicycle upon a sidewalk at any time, except when such operation is necessary for the most direct access to a roadway from a driveway, alley or building.

b. No person shall operate a motorized bicycle upon a multi-use or bicycle trail at any time, except when such operation is necessary for the most direct access to a roadway from a driveway, alley or building.

d) Motorized foot scooters

a. A person may operate a motorized foot scooter in the same manner as provided for operation of bicycles, as described in City Code Section 1335 – Bicycles, except in respect to those provisions relating expressly to motorized foot scooters as follows.

b. No person may operate a motorized foot scooter upon a sidewalk, except when necessary to enter or leave adjacent property.

- c. No person may operate a motorized foot scooter that is carrying any person other than the operator.

e) Electric skates and electric-assisted skateboards

- a. A person may operate electric skates and electric-assisted skateboards in the same manner as provided for operation of inline skates, roller skates, rollerskis, and skateboards, as described in City Code Section 915, except in respect to those provisions relating expressly to electric skates and electric-assisted skateboards as follows.
- b. No person may operate electric skates or electric-assisted skateboards on a roadway, sidewalk, or bicycle trail in a manner or at a rate of speed that is not reasonable and prudent under the conditions. Every person operating electric skates or electric-assisted skateboards on a roadway, sidewalk, or bicycle trail is responsible for becoming and remaining aware of the actual and potential hazards then existing on the roadway or sidewalk and must use due care in operating the device.
- c. A person operating electric skates or electric-assisted skateboards on a sidewalk must yield the right-of-way to pedestrians at all times.

1350.03 Penalty. Violation of this Section is a petty misdemeanor as defined by Minnesota law.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator

Publication date: \_\_\_\_\_, 2023

## **NOTICE OF HEARING**

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1556. The purpose of this ordinance amendment is to create Section 1350 Micromobility in the Brainerd City Code. The proposed ordinance would regulate the operation of various forms of personal mobility devices, also known as forms of micromobility, in the public right-of-way and other public places within the City of Brainerd.

The City Council will be considering a motion to hold a Public Hearing on the proposed ordinance at the City Council meeting on Monday, September 18<sup>th</sup>, 2023. If approved, a Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, September 18<sup>th</sup>, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1556. Any individual needing special accommodations please call (218) 828-2307.

Dated this 5<sup>th</sup> day of September, 2023

Publication Date: September 6<sup>th</sup>, 2023

A handwritten signature in dark ink, appearing to read "Jessie Dehn", written over a horizontal line.

Jessie Dehn, P.E.  
City Engineer/Public Works Director





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Final Reading and Public Hearing - Proposed Ordinance 1557 - Amendment to Section 1015.07 of the City Code Pertaining to Payment of Fees

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 5 min

**SUMMARY OF ISSUE:**

Each year, the Community Development Department encounters new structures or businesses that did not contact the department before they began construction or opened their business. The City Code and State Building Code allow for building permits to collect double fees if a person begins work of any kind for which a permit from the City is required without having secured the necessary permit. However, the City Code does not contain the same language for after-the-fact zoning fees such as variances, conditional uses, and interim uses. Many other municipalities in Minnesota charge a double fee as a penalty for not contacting the zoning authority before beginning construction or operations.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The City Council conducted the first reading of Proposed Ordinance 1557 at the September 5th City Council meeting.

**RECOMMENDED ACTION/MOTION:**

1) Motion to conduct the final reading of Proposed Ordinance 1557 and to dispense with the actual reading.

\*Note: a vote to dispense with the actual reading of the Ordinance must be unanimous.

2) Hold a public hearing on Proposed Ordinance 1557.

3) Approve Proposed Ordinance 1557, an Ordinance Amending Section 1015.07 of the City Code.

**FINANCIAL IMPACT:** Additional revenue collected from after-the-fact zoning and subdivision processes and permits.

**ORDINANCE  
NO. 1557**

**AN ORDINANCE AMENDING SECTION 1015.07 – PAYMENT OF FEES**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 1015.07 Subd.2 of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:

Subdivision 2. Double Fees. If a person ~~begins work of any kind~~ undertakes any action for which an approval or permit from the City is required without having secured the necessary approval or permit ~~therefore, either previous prior~~ to or on the date of commencement of such work action, ~~he shall, when subsequently securing the permit, pay both the fee provided for the permit said person shall pay a double fee for the approval or permit and an inspection fee equal to the fee provided for the permit~~ and is subject to the penalty provisions of this Code.

SECTION TWO: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator

Published: One Time – \_\_\_\_\_

## NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider proposed Ordinance 1557, an ordinance amending Section 1015.07 Subdivision 2 of the Brainerd City Code relating to double fees. The proposed ordinance adds zoning processes to the section pertaining to double fees and would require any person to pay a double fee for undertaking any action for which an approval or permit from the City is required without having secured the necessary approval or permit prior to commencement of such action.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, October 2, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding proposed Ordinance 1557. Any individual needing special accommodations please call (218) 828-2307.

Dated this 6<sup>th</sup> day of September 2023

Publication Date: September 9<sup>th</sup>, 2023



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James L. Kramvik  
Community Development Director

1015.15      Zoning and Subdivision Fees: Special Provisions. Subdivision 1. Scope and Application. This Subsection applies to applications for the platting or replatting of land, variances from platting regulations and park dedication fees made pursuant to Sections 500 of this Code, and to applications for Zoning District changes, Zoning Code text amendments, conditional use permits, and variances, made pursuant to the Zoning Code (Appendix 1 of this Code).

| <u>Subject</u>                      | <u>Fee</u>                                                                                                                                                  |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Conditional Use Permit              | \$250.00 residential,<br>\$400 commercial + \$500 escrow deposit                                                                                            |
| Rezoning                            | \$300.00 residential, \$500 commercial                                                                                                                      |
| Variance                            | \$250.00 residential,<br>\$400 commercial + \$500 escrow deposit                                                                                            |
| Interim Use Permit                  | \$250.00 residential,<br>\$500 commercial + \$500 escrow deposit                                                                                            |
| Zoning Text Amendment               | \$250 residential, \$400 commercial                                                                                                                         |
| Planned Unit Development            | CUP fee + \$1,000 escrow deposit                                                                                                                            |
| Comprehensive Plan & Zoning Appeals | \$100                                                                                                                                                       |
| Permanent Sign                      | Based on valuation – minimum \$35                                                                                                                           |
| Temporary Sign                      | \$50/mo                                                                                                                                                     |
| Fence                               | \$35                                                                                                                                                        |
| Zoning Compliance Letter            | \$40                                                                                                                                                        |
| Plat Filing                         |                                                                                                                                                             |
| Preliminary Plat                    | \$500 + \$30/lot residential + \$1,000 escrow<br>deposit, \$600 + \$50/lot commercial +<br>\$1,000 escrow deposit                                           |
| Final Plat                          | included with Preliminary Plat                                                                                                                              |
| Minor Subdivision                   | \$200 + \$30/lot residential, \$350 + \$50/lot<br>commercial                                                                                                |
| Lot Split                           | \$100                                                                                                                                                       |
| Special Meeting                     | \$200/meeting residential, \$400/meeting<br>commercial                                                                                                      |
| Park Dedication                     |                                                                                                                                                             |
| Single dwelling                     | \$500.00 per buildable lot                                                                                                                                  |
| Double or multiple dwellings        | \$500.00 per unit (including PUD's)                                                                                                                         |
| Commercial/Industrial/Business      | \$1,000 per acre or 5% of the fair market<br>value of the subdivision as set forth below,<br>whichever calculation creates the greatest<br>amount of funds. |

If any of the fees set forth herein above are determined by any Court to be invalid for any reason whatsoever, the park dedication fee shall be the fair market value of the land to be subdivided. For the purposes of this section, "fair market value" means a price that a willing buyer would pay

and a willing seller would accept for the property at the time of acceptance of the final plat including but not limited to zoning, public and subdivider improvements or other factors as determined by the County Assessor but excluding any buildings or structures located thereon.

(Revised Ord. 1157 – 2002, Ord. 1365 – 2010, Ord. 1429 – 2015)

1015.17      Plumbing Fees.

| <u>Subject</u>                | <u>Fee</u>                                   |
|-------------------------------|----------------------------------------------|
| Plumbing Permit (Residential) | \$120.00                                     |
| Plumbing Permit (Commercial)  | based on valuation                           |
| Sewer Tap Permit              | \$ 40.00 residential,<br>\$ 70.00 commercial |
| Septic Permit                 | \$ 35.00                                     |

(Revised Ord. 833 – 1985, Ord. 957 – 1993, Ord. 1157 – 2002, Ord. 1221 – 2004, Ord. 1431 – 2015)



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Final Reading and Public Hearing - Proposed Ordinance 1558 - Rental Dwelling License Board of Appeals

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 10 min

**SUMMARY OF ISSUE:**

At the September 5th City Council meeting, the Council directed staff to draft an ordinance to make the Safety and Public Works Committee the Rental Dwelling License Board of Appeals and bring the ordinance as a first reading to the next City Council meeting. The first reading was conducted by the City Council at their regularly scheduled meeting on September 18th.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The Rental Dwelling License Board of Appeals does not currently have an active member which would effect the appeal process outlined in Section 425. The Board is advisory to the City Council. They shall have the authority to hear and recommend action on all appeals from the Designated City Official to deny or revoke a rental dwelling license.

If the owner appeals the decision by the Designated City Official within fifteen business days, The Rental Dwelling License Board of Appeals shall render its recommendation in writing within twenty (20) days after the close of the hearing. The recommendation shall determine whether the dwelling or dwelling units therein, meets the standards of Section 425 and shall specify the basis of determination.

**RECOMMENDED ACTION/MOTION:**

1) Motion to conduct the final reading of Proposed Ordinance 1558 and to dispense with the actual reading.

\*Note: a vote to dispense with the actual reading of the Ordinance must be unanimous.

2) Hold a public hearing on Proposed Ordinance 1558.

3) Approve Proposed Ordinance 1558, an Ordinance Amending Section 425.3014 of the City Code.

**FINANCIAL IMPACT:** N/A

**ORDINANCE  
NO. 1558**

**AN ORDINANCE AMENDING SECTION 425.3014 – RENTAL DWELLING LICENSE BOARD  
OF APPEALS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 425.3014 (a) of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:

- (a) ~~The Board~~ The Safety and Public Works Committee shall serve as the Rental Dwelling License Board of Appeals and is advisory to the City Council. They shall have the authority to hear and recommend action on all appeals from the Designated City Official to deny or revoke a rental dwelling license.

SECTION TWO: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator

Published: One Time – \_\_\_\_\_

## NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1558. The purpose of this ordinance amendment is to amend Section 425.3014 (a) of the City Code concerning the Rental Dwelling License Board of Appeals. The board currently consists of five members who are appointed by the City Council to serve as an advisory board to the City Council. The board shall have authority to hear and decide all appeals from the housing inspector's recommendation to deny, not renew, revoke, or suspend a rental dwelling license. Proposed Ordinance No. 1558 would make the Safety and Public Works Committee the Rental Dwelling License Board of Appeals.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, October 2<sup>nd</sup>, 2023, in the City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1558. Any individual needing special accommodations please call (218) 828-2307.

Dated this 18<sup>th</sup> day of September 2023

Publication Date: September 20th, 2023



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James L. Kramvik  
Community Development Director





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Consider Conditional Use Permit for an Animal Clinic at 1606 Mill Ave.

**AGENDA:** Main

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 5 min

**SUMMARY OF ISSUE:**

Northern Lakes Rescue is a foster-based dog rescue and is applying to operate an animal clinic at 1606 Mill Ave, which requires a conditional use permit in the TN-2 (Traditional Neighborhood 2) District. All the dogs that they intake live in foster homes from the day they arrive to the day they are adopted. Intakes consist of bringing dogs into the building, walking, feeding, watering, microchipping, providing needed vaccinations, grooming if needed, and preparing them for their foster home. Intake generally happens every 3-4 weeks on a Saturday or Sunday, depending on the availability of volunteers. Intakes can vary from 1 dog to 30 dogs with some being puppies/ litters. Along with the animal rescue clinic, NLR is offering a retail space selling animal-related products and NLR apparel.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The Planning Commission considered this request at their September 20th regular meeting. The motion was moved and seconded by Commissioners Stenglein and Duval, duly carried, to recommend approval of the conditional use permit to operate an animal clinic at 1606 Mill Avenue Brainerd with the recommended conditions.

**Commissioners questions and comments:**

Commissioner Duval questioned the applicants about their protocol for sick animals. The applicant stated, that all of the dogs that are taken in are seen by vets prior to coming and come with a health certificate if they cross state lines, sick dogs do not come until they are healthy, and the kennels are spaced 15 to 20 feet apart while the dogs are at the facility. The applicant stated that these are written procedures and verbally expressed.

Commissioner Mahron stated that as a City we deal with land use issues only and questioned the applicant on a recent article about the founders of the organization and potential tax issues with the MN Department of Revenue. Commissioner Mahron questioned, is there anything that you would have concerns about today in your ability to meet the conditions that the City is asking you to meet as part of this permit long term and if something were to happen where the organization is unable to operate, what types of things would have to be done to vacate the property? The applicant has no concerns at

this time as all volunteers are completely dedicated to the rescue and should the rescue go under, they would have to hold a sale to liquidate the items that they have. Also, no dogs are kept at the facility, so they would not have to be placed. City staff have no concerns related to potential code violations as the building has a substantial interior storage area, so there should be no issues with outdoor storage if something were to happen to the organization.

**Staff Recommendation**

Prior to the Planning Commission meeting, staff reached out to animal control officer Michael O'brien and was unable to connect. After the meeting, Mr. Obrien contacted staff and discussed Northern Lakes Rescue's operations in Pequot Lakes and is concerned that there may be state licensing requirements needed prior to opening in Brainerd. Staff is recommending a minor change to recommendation six which would require compliance with state licensing prior to operating an animal clinic. Staff does believe that a state license will be required to operate as an animal rescue.

**RECOMMENDED ACTION/MOTION:**

Recommend approval of the Conditional Use Permit for an animal clinic at 1606 Mill Ave. Brainerd, MN 56401 with the following conditions:

1. Dogs cannot be kept or left unattended outside of the building.
2. No more than 20 dogs can be on the premises at any one time; this number excludes puppies under the age of four months.
3. No more than four dogs can be kept overnight at the premises.
4. That the building is properly soundproofed to negate noise pollution created by the proposed use.
5. The property is free of animal feces at all times and is properly disposed of to mitigate any noxious smells to the neighboring properties.
6. Prior to operation, all State Health Department and Minnesota Pollution Control Agency requirements for the facility are met along with any state licensing requirements.

**FINANCIAL IMPACT:** N/A

# MEMO



**TO:** Planning Commission

**FROM:** James Kramvik, Community Development Director  
Dylan Edwards, Assistant Planner

**DATE:** September 20, 2023

**RE:** Consider Conditional Use Permit for an Animal Clinic at 1606 Mill Ave.

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## REQUEST

**Public Hearing. Conditional Use Permit (CUP)** for Northern Lakes Rescue to operate an animal clinic at 1606 Mill Ave. Brainerd, MN 56401.

Northern Lakes Rescue is a foster based dog rescue. All the dogs that they intake live in foster homes from the day they arrive to the day they are adopted. Intakes consist of bringing dogs into the building, walking, feeding, watering, microchipping, providing needed vaccinations, grooming if needed, and preparing them for their foster home. Intake generally happens every 3-4 weeks on a Saturday or Sunday depending on availability of volunteers. Intakes can vary from 1 dog to 30 dogs with some being puppies/ litters. Along with the animal rescue clinic, NLR is offering a retail space selling animal related products and NLR apparel.

## CONTEXT

**Parcel Numbers:** 41180620 & 41180621

**Zoning District:** Traditional Neighborhood Two (TN-2)

**Property Area:** 0.3214 Acres

**Adjacent Uses:** North: Single Family Dwelling  
East: Single Family Dwelling  
South: Car Wash  
West: Miscellaneous Industrial Uses

**Adjacent Zoning:** North: Traditional Neighborhood Two (TN-2)  
East: Traditional Neighborhood One (TN-1)  
South: Traditional Neighborhood Two (TN-2)  
West: General Industrial (GI)

## AERIAL MAP



## FINDINGS OF FACT

1. 1606 Mill Ave. Brainerd, MN 56401 is in a Traditional Neighborhood Two (TN-2) Zoning District and Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) allows for Animal Clinics as a Conditional Use in the TN-2 District.
2. According to [Section 900.11 Subd. 1.](#) of the City Code, the Definition of Commercial Kennel is the keeping of five (5) or more dogs on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute a “commercial kennel”; except that a fresh litter of pups may be kept for a period of four months before such keeping shall be deemed to be a “commercial kennel.”
3. Section 900.11 Subd. 2. states the keeping of five (5) or more dogs on the same premises is subject to great abuse, causing discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation, the keeping of five or more dogs on the premises is hereby declared to be a nuisance and no person shall keep or maintain a commercial kennel within the City.
4. According to [Section 515-3-5 Animal Hospital, Veterinary Clinic or Kennel](#). An Animal Clinic shall be allowed as a principal use, provided that the clinic meets all the applicable provisions of this Section:

- A. All areas in which animals are confined are located indoors and are properly soundproofed from adjacent properties.
  - i. Upon review of the submitted applications, all animals are proposed to be kept indoors on the third level where there are no windows. Sound should not be an issue to neighboring properties.*
- B. Animal carcasses are properly disposed of in a manner not utilizing on-site garbage facilities or incineration and the carcasses are properly refrigerated during periods prior to disposal.
  - i. The applicant does not propose the disposal or incineration of animal carcasses as part of the business.*
- C. A ventilation system shall be designed so that no odors or organisms will spread between wards or to the outside air and will be capable of completely exchanging internal air at a rate of at least twice per hour. Air temperature must be maintained between sixty (60) and seventy-five (75) degrees Fahrenheit.
  - i. The facility has a heating and ventilation system that will maintain a constant temperature in the building. The owner of the building recently serviced the air conditioning unit to ensure that it is working properly.*
- D. A room separate from the kennel area shall be provided of sufficient size to adequately separate animals that are sick or injured from healthy animals.
  - i. The applicant is not proposing to kennel animals other than an occasional one-night stay for late intakes. Keeping more than four (4) dogs overnight would constitute a commercial kennel which is prohibited by City Code.*
- E. Indoor animal kennel floors and walls shall be made of non-porous materials or sealed concrete to make it non-porous.
  - i. The applicant removed carpeting and exposed the concrete floor in the area that dogs will be kenneled during the day. Staff made the applicant aware of the need to seal the floor and is recommending it as part of the conditions before the facility can operate as an animal clinic.*
- F. Animal wastes shall be flushed down an existing sanitary sewer system or enclosed in a container of sufficient construction to eliminate odors and organisms and shall be properly disposed of at least once a day.
  - i. The applicant's operational plan details the immediate disposal of all animal wastes in closed waste bags. These tied closed waste bags are suitable for the elimination of odors and the prevention of organisms spread in the fecal material.*
- G. All State Health Department and Minnesota Pollution Control Agency requirements for such facilities are met.
  - i. These requirements will need to be met prior to operation of the proposed animal clinic and is included as a condition of the permit.*
- H. An animal kennel in the TN-2, TN-3 and CC Zoning Districts is permitted as an accessory use to a veterinary clinic provided that:
  - i. The number of animals boarded shall not exceed twenty (20).*
    - 1. The applicant is not proposing to kennel animals other than an occasional one-night stay if intake occurs at night. As a*

*recommended condition, the clinic will not be able to kennel more than four dogs overnight.*

- ii. An indoor or outdoor exercise area shall be provided to accommodate the periodic exercising of animals boarded at the kennel.
  - 1. *The applicant proposes to rotate volunteers to bring dogs outside and spend time outside of the kennel. All dogs will always be leashed outside of the building.*

5. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

- A. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
  - i. *The applicant has proposed using the premises at 1606 Mill Ave as an animal clinic which is a Conditional Use in a TN-2 Zoning District as identified in the Appendix A: Table of Uses.*
- B. The proposed use meets the regulations and standards established in this Ordinance.
  - i. *The proposed use meets all regulations and standards set forth in the Zoning Code and City Code.*
- C. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
  - i. *The applicant's proposed use avoids activities that would prove dangerous, injurious, or noxious to any persons or property based on the procedures outlined in their operational plan. Staff has recommended conditions to ensure neighboring properties are not impacted by the proposed use.*
- D. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
  - i. *The existing building on the premises is already properly oriented and in harmony with its neighboring adjacent properties and no changes have been proposed by the applicant.*
- E. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
  - i. *The applicant has proposed no exterior changes to the premises thus the total visual impression with the neighborhood will remain unchanged by the proposed use.*
- F. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
  - i. *The property has an off-loading area adjacent to P St. with an overhead door to minimize traffic congestion. The property also has 9 spaces for retail customers with additional parking for employees along the North and East side of the building. The previous use of the property was office/ retail. The*

*new proposed use of the premises is office/retail/animal clinic. The previous and proposed use have the same required off-street parking space calculation requirements so no additional parking is required or recommended.*

- G. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the [Comprehensive Plan](#).
- i. *This Conditional Use is consistent with the following goals and policies of the 2021 Comprehensive Plan for the City of Brainerd.*
1. *Land Use GOAL 3: Support and invest in the incremental enhancements of quality of life. Policies: 2. Encourage and attract stores and services for the daily needs of our community.*
    - a. *The applicant proposes to utilize this space for a nonprofit that seeks to provide care for rescue animals as well as certain veterinary services that are accessible to the public. This ultimately fulfills a need for these services in an area of the city where they are absent.*
  2. *Economic Development GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth. Policies: 1. Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*
    - a. *The applicant seeks to utilize an existing rental property that is currently vacant.*

6. **Section 515-2.B.7 Conditions.** In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:

- A. Increasing the required lot size or yard setback dimension.
- B. Limiting the height, size, or location of buildings.
- C. Regulating ingress and egress to the property and the proposed structures thereon with references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
- D. Regulating the street width.
- E. Increasing the number of required off-street parking spaces.
- F. Limiting the number, size, location, or lighting of signs.
- G. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- H. Requiring dedication of some open or green space.
- I. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, no parties have contacted the Community Development Department for more information on the Conditional Use Permit application for the proposed Animal Clinic at 1606 Mill Ave.

### **STAFF RECOMMENDATION**

The Community Development Department recommends approval of the Conditional Use Permit for an animal clinic at 1606 Mill Ave. Brainerd, MN 56401 with the following conditions:

1. Dogs cannot be kept or left unattended outside of the building.
2. No more than 20 dogs can be at the premise at any one time, this number excludes puppies under the age of four months.
3. No more than four dogs can be kept overnight at the premise.
4. That the building is properly soundproofed to negate noise pollution created by the proposed use.
5. The property is free of animal feces at all times and is properly disposed of to mitigate any noxious smells to the neighboring properties.
6. All State Health Department and Minnesota Pollution Control Agency requirements for the facility are met.



## NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Stephanie Tangen on behalf of Northern Lakes Rescue has submitted a request for a Conditional Use Permit to operate an Animal Clinic at 1606 Mill Ave. Brainerd, MN 56401 which is owned by TKT Holdings LLC. The property included in this application is described as:

*LOT 05 BLOCK 01  
KOOP & WALKERS ADDITION TO THE CITY OF BRAINERD  
Parcel #: 41180620  
Section 18, Township 45, Range 30*

The property is zoned TN-2 (Traditional Neighborhood Two) District, and Zoning Ordinance Section 513-3 [Appendix A: Table of Uses](#) allows Animal Clinics as a conditional use in the TN-2 District. A copy of the application and submitted documents are on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, September 20, 2023, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 6<sup>th</sup> day of September, 2023



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James L. Kramvik  
Community Development Director

Publication Date: September 9, 2023



# Community Development Department

City Hall—501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

## CONDITIONAL USE/REZONING/VARIANCE APPLICATION

|                        | RESIDENTIAL                         | COMMERCIAL                                                               |
|------------------------|-------------------------------------|--------------------------------------------------------------------------|
| CONDITIONAL USE PERMIT | <input type="checkbox"/> (\$250.00) | <input checked="" type="checkbox"/> (\$400.00 + \$500.00 escrow deposit) |
| REZONING               | <input type="checkbox"/> (\$300.00) | <input type="checkbox"/> (\$500.00)                                      |
| VARIANCE               | <input type="checkbox"/> (\$250.00) | <input type="checkbox"/> (\$400.00 + \$500.00 escrow deposit)            |
| ZONING TEXT AMENDMENT  | <input type="checkbox"/> (\$250.00) | <input type="checkbox"/> (\$400.00)                                      |

PROPERTY ADDRESS: 1606 Mill Avenue, Brainerd MN 56401

LEGAL DESCRIPTION: Lot(s): 4-6 Block: 1 Addition: KOOP & WALKERS ADDITION TO THE CITY OF  
(attach description if lengthy)

Property Owner Name: Tom Terhaar - TKT Holdings

Street Address: 2421 Tiffany Ct City: St Cloud State: MN Zip Code 56301

Phone Number: 320-493-4445 Fax: E-mail: tcpr\_s@yahoo.com

Applicant Name: (If different than Property Owner) Northern Lakes Rescue

Street Address: 1606 Mill Avenue City: Brainerd State: MN Zip Code: 56401

Phone Number: 218-821-1767 Fax: E-mail: Board@northernlakesrescue.org

Description of Request: Northern Lakes Rescue is a 501c3, all volunteer, foster based dog rescue. All the dogs we intake live in foster homes from the day they arrive to us until the day they are adopted. NLR is requesting a conditional use permit to be able to intake dogs into our rescue at 1606 Mill Avenue. Intake consists of bringing dogs into the building, walking, feeding, watering, microchipping, providing needed vaccinations (rabies vaccines are completed at a vets office per MN law), grooming if needed and getting them out to their foster homes. Fosters are scheduled pick up times so there is not an influx of people picking up at the same time. They are provided any supplies necessary (food, treats, toys, beds, etc) which we keep here at the building. (cont next page)

Property Owner Signature

Tom Terhaar

(Please print name)

08/22/2023

Date

Applicant Signature

Stephanie Tangen - board treasurer

(Please print name)

08/22/2023

Date



## Conditional Use Permit Application con't - 1606 Mill Ave

Intakes generally happen every 3-4 weeks on a Saturday or Sunday depending on availability of volunteers. Occasionally, a mid week transport occurs in the evening, but that is very seldom or very small (2-3 dogs). Intakes can vary from 1 dog to 30 dogs, some being puppies/litters. Our largest intake to date (6 years running) was 83 dogs (2 years ago) but 40+ of those were new puppies. We had 5 litters of puppies come in that intake and have no intention of doing a transport that large in the future..

When we run an intake, all dogs are leashed as soon as they come off the transport vehicle, walked to go potty (IMMEDIATELY cleaned up after as all volunteers have waste bags with them at all times), brought in the building and placed in a wire crate/kennel. They are given food and water at this time. After all dogs are in the building, volunteers rotate through the dogs to again bring them outside and spend time with them outside of the kennel. During this time, other volunteers are vetting the dogs - weights, shots, microchips, nail trims, bathing if needed, fitting collars with NLR tags. Fosters are contacted with a pick up time shortly after the transport vehicle arrives as some of our fosters come from Duluth or the cities. After all the dogs have been picked up, volunteers stay to clean up and disinfect all areas.

In this building, NLR is offering a retail space selling animal related products along with our logo clothing. We offer low cost microchipping services, assistance with lost dogs - providing signage and tips, microchip scanning on found animals (if no chip, AC is contacted), and one of our main reasons for choosing this space is the need from the community. We offer assistance, whether that be food, help with vet bills, or assisting owners keep a pet they may think they can not afford for whatever reason. Our hope is to also be able to hold adoption events in the space, birthday parties, and at some point training sessions. We also work with MNSNAP offering low cost spay and neuter services where they come up from the cities and we allow them to use our space to hold dogs while they are waiting to get spayed or neutered. Pets are dropped off by their owners, stay the day for their surgery and picked up by their owners at the end of business. This is a 2 day event, MNSNAP parks their camper on the property that they use for surgeries and an NLR volunteer is present during the event.

As we are all volunteers, NLR does not have regular business hours. We are open 2 evenings per week and by appointment. There is a possibility that will fluctuate depending on availability of volunteers.

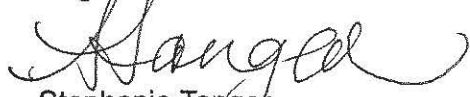
We invite you to come and take a look at what we have set up. Because this building has "4 levels" it can be a little confusing explaining, but I will give it a shot. Level 1 - "Showroom" is our retail space and the area we would hold public events. It is approximately 2500sqft. Level 2 - "Office space. This level is used for offices and a breakroom, also approx 2500sqft. Level 3 - "Intake" - this space is upstairs (there are no windows so sound should not be an issue to neighbors) also approx 2500sqft, where intake processing will take place. Level 4 - the basement - is landlord storage at this time.

NLR dogs will always have a handler and be leashed when outside the building. NLR does not believe in using outdoor kennels to hold dogs so there will never be a dog outside in a kennel at

our facility. As stated earlier, all volunteers have waste bags when walking a dog and clean up immediately after. All dog waste is thrown in the dumpster on site.

If you have any questions, or would like a tour, please do not hesitate to contact us. We would be more than happy to show you around and tell you about our programs.

Regards,

A handwritten signature in cursive script, appearing to read 'Stephanie Tangen', written in black ink.

Stephanie Tangen

Board Treasurer

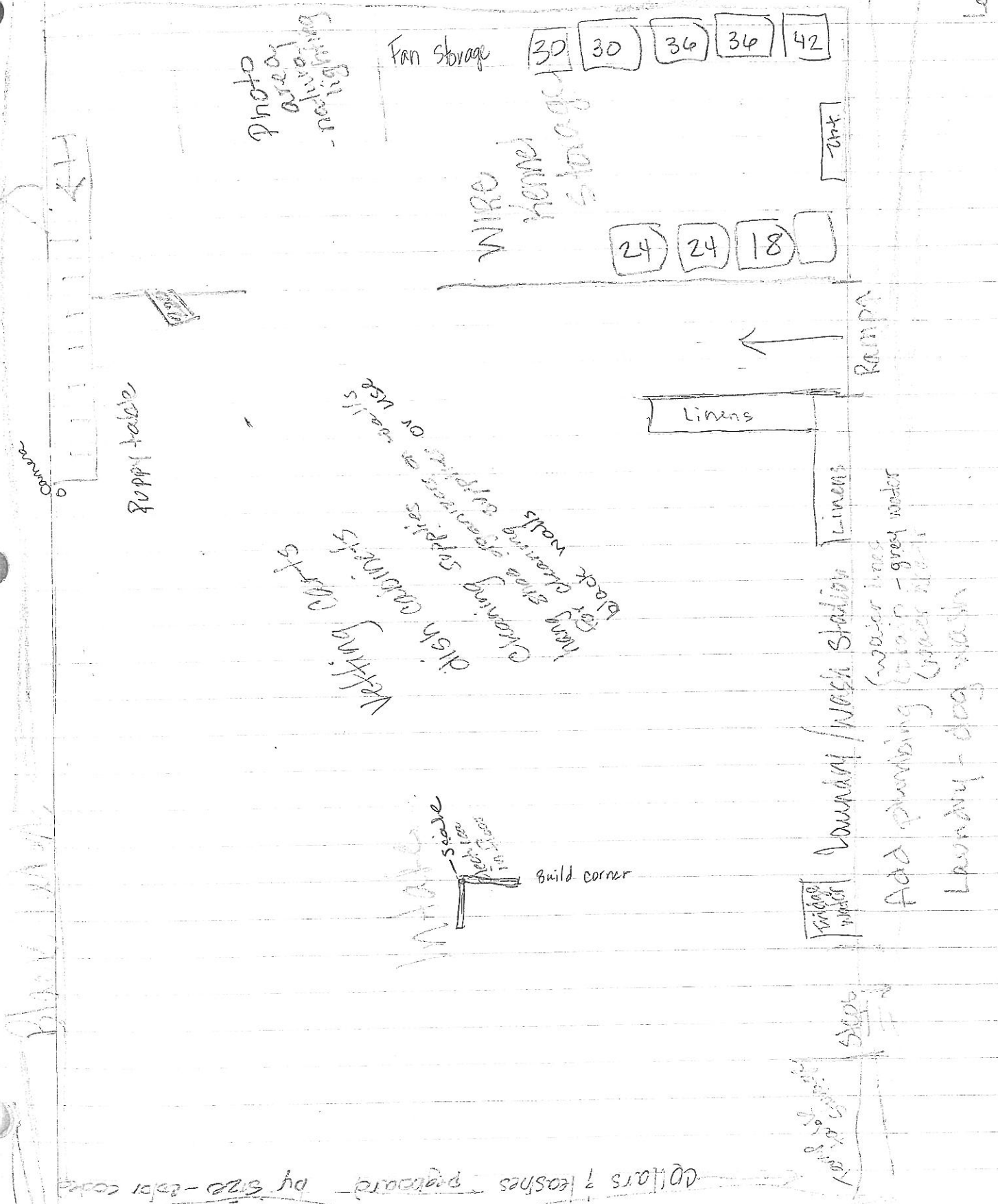
651-775-5656

Shannon Steele - Director/Board President 218-821-1767

Melissa Kraklau - Board Secretary 218-839-6916

# Upper level ↗

Level 3 up







Shampoos  
Vitamins  
Spec. reg. items

Use wood "treat" cabinet

Unkempt vetting supplies

Black wall/half wall

Locked vet cabinets

Preventatives

musical

deck  
Cage  
Cage  
Cage  
Cage

corner  
corner  
corner  
corner

File Data

Supplies

foster  
supplies

All avail foster supplies  
so they can pick if  
desired

Bowls - beds - X-tra stuff

Foster bags / folders making etc

Basic cleaning  
supplies in cabinet

Island / bar seats

fr 208

fr 208

water main

Step to  
yellow room

Speaker  
Pillbox/cabinet  
Island/cabinet

Paint room  
Improve lighting  
Build out office/shower

Level 2

Puddle pads/diapers

Lockable door

Shower

puddles  
office  
supplies  
etc

Food

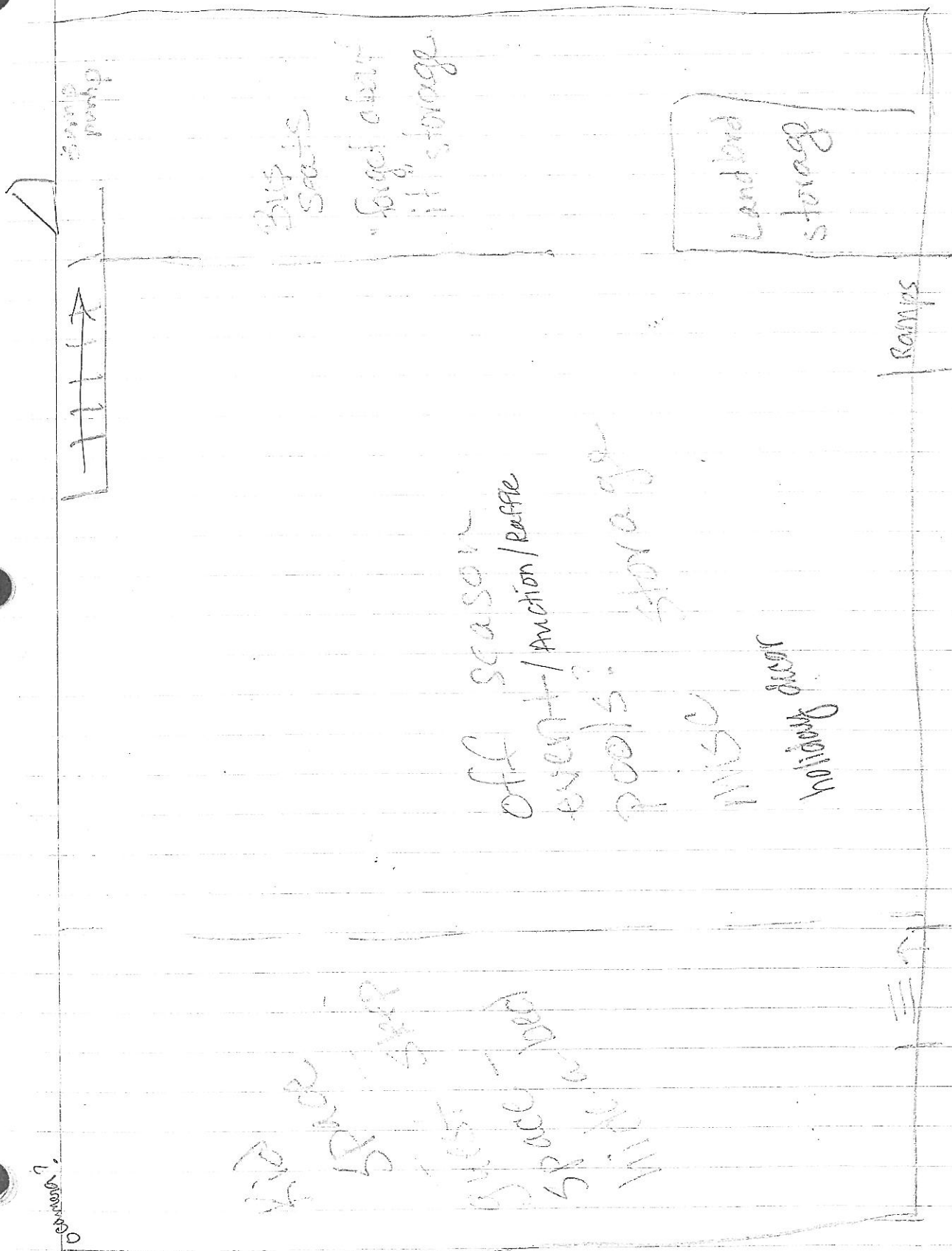
Food  
Storage

Food

Continued  
Hoo

# Basement

basement





## INDOOR KENNEL ROOM



## ADOPTION PHOTO ROOM



## OFFICES



## WIRE KENNELS





# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Consider Interim Use Permit for a Short-Term Rental at 502 Juniper St.

**AGENDA:** Main

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 5 min

**SUMMARY OF ISSUE:**

Michael Fish, on behalf of property owner, Brian Knoll applied for an Interim Use Permit for a short-term rental at 502 Juniper St. Brainerd, MN 56401. Staff periodically review short-term rental listings online and discovered this property was operating without an interim use permit. Staff reached out to the property manager and required them to apply for an interim use permit for a short-term rental within 10 days, which the applicant did. Also, staff directed the property manager to only advertise for rentals longer than 28 days. The rental license has been issued and the property has been inspected by the Housing Inspector and Fire Marshal.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The Planning Commission considered this request at their regularly scheduled meeting on September 20th. The motion was moved and seconded by Commissioners Duval and Grunenwald, duly carried, to recommend approval of an interim use permit to operate a short-term rental at 502 Juniper Street Brainerd with the recommended conditions listed.

**Commissioners Questions and Comments**

Commissioner Mahron asked staff about the findings of facts that state the agent will live within fifty miles of the property and if it is a requirement of the code. Staff stated that it is a requirement of the rental license, which is a required license prior to operating a short-term rental.

Commissioner Mahron also asked about the condition that the interim use permit terminates 12/31/2024. Staff stated that the termination on 12/31/2024 was past precedent for previous short-term rental application and that the applicant would have to reapply for an interim use permit and go through the same process once the permit terminates. Also, the process will be discussed in further detail as the Commission reviews the draft ordinance for short-term rentals.

Commissioner Duval asked the applicant if the property is "owner occupied" or specifically a rental. The applicant stated the property was purchased to be "owner occupied" but work brought the owner to another state, so the idea is to cover costs with the short-term rental with the potential of moving back

to Brainerd or selling it in the next few years. The applicant also said, with the proximity to the hospital, this property is primarily filled with traveling nurses and doctors at a rate of about 90 percent in the offseason.

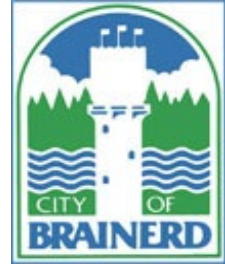
**RECOMMENDED ACTION/MOTION:**

Recommend approval of the Interim Use Permit for one short-term rental unit at 502 Juniper St. Brainerd, MN 56401 with the following conditions:

- 1) The short-term rental cannot operate until there is an approved inspection by the Fire Marshal.
- 2) Submittal of the local option sales tax form to the Finance Department each month and before resuming operations as a short-term rental.
- 3) The Interim Use Permit for a short-term rental at 502 Juniper St. Brainerd, MN 56401 terminates on 12/31/2024.

**FINANCIAL IMPACT:** N/A

# MEMO



**TO:** Planning Commission

**FROM:** James Kramvik, Community Development Director  
Dylan Edwards, Assistant Planner

**DATE:** September 20, 2023

**RE:** Consider Interim Use Permit for a Short-Term Rental at 502 Juniper St.

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## REQUEST

**Public Hearing. Interim Use Permit** applied by Michael Fish on behalf of property owner Brian Knoll for a Short-Term Rental at 502 Juniper St. Brainerd, MN 56401.

Staff periodically reviews short-term rental listings online and discovered this property was operating without an interim use permit. Staff reached out to the property manager and required them to apply for an interim use permit for a short-term rental within 10 days, which the applicant did. Also, staff directed the property manager to only advertise for rentals longer than 28 days. The rental license has been issued and the property has been inspected by the Housing Inspector and is scheduled to be inspected by the Fire Marshal.

## CONTEXT

Parcel Numbers: 41241262

Zoning District: Traditional Neighborhood-One (TN-1) District

Property Area: 6,579 SQFT

Adjacent Uses: North: Public Park  
East: House of Worship  
South: Single Family Dwelling  
West: Single Family Dwelling

Adjacent Zoning: North: Park  
East: Traditional Neighborhood-One (TN-1) District  
South: Traditional Neighborhood-One (TN-1) District  
West: Traditional Neighborhood-One (TN-1) District



## AERIAL MAP



## FINDINGS OF FACT

1. 502 Juniper St. Brainerd, MN 56401 is located in a TN-1 (Traditional Neighborhood-One) District. The TN-1 District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. Short-term rentals must comply with the following minimum standards as required by the [Section 515-3-34](#) of the Zoning Code:
  - a. The maximum rental period shall not be more than 28 consecutive nights.
    - i. *The applicants' proposal will not exceed 28 consecutive nights for a rental period.*
  - b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
    - i. *The applicant has applied for the Interim Use Permit for the operation of a short-term rental.*

- c. The application for an interim use permit shall include:
  - i. The number of bedrooms with dimensions and all other sleeping accommodations
    - 1. *The proposed short rental has four (4) bedrooms.*
    - 2. *The dimensions of each of these respective bedrooms are 10.5' x 11.5', 13.5' x 19', 14' x 14', and 7' x 13.5.'*
  - ii. The number of off-street parking spaces available to guests.
    - 1. *There are four off-street parking spaces allocated to guests in the driveway and the applicant does not permit short term renters to utilize on street parking.*
  - iii. All accessory structures and outdoor recreational features available for guest use
    - 1. *The yard is available for guest use along with a fire pit. Guests are responsible for making sure that all the fires are completely extinguished when they are done tending them. If the property manager receives a call from a neighbor concerned about a fire that is unattended or too large, the manager will deal with it immediately.*
  - iv. A pet, garbage, and noise policy.
    - 1. *There are no pets allowed on the property in their submitted policies noted as, "House Rules".*
    - 2. *Two garbage bins for use are located at the property with a capacity of six bags.*
    - 3. *There is a rule imposing quiet hours after 10:00 PM until 9:00 AM.*
  - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
    - 1. *The housing inspector confirmed this during the inspection.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:
  - i. Contact Information. The managing agent or local contact's name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented. Property contact information will always be accessible to the public on the City of Brainerd website.
    - 1. *Mr. Fish is the responsible party for this rental unit, and he resides within 50 miles of the premises.*
  - ii. Occupancy. The maximum number of guests allowed at the property.
    - 1. *The posted rules for the short-term rental state a guest maximum of 8 guests and parties are prohibited.*
  - iii. Vehicles. The maximum number of vehicles, recreational vehicles, and trailers allowed on the property and where they are to be parked. Parking in a yard that fronts a street as well as along an interior side of a house is required to be on an improved surface. Recreational vehicles

shall not be parked in any right-of-way or utility easement. No vehicle or trailer shall be parked on a street more than forty-eight (48) continuous hours.

*1. The rules state that there is parking available in the driveway. This would include trailers, however not recreational vehicles, as they are specifically prohibited by the rules.*

iv. Garbage. Garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage shall be placed in fly tight containers sufficient to receive all garbage which may accumulate between times of collection.

*1. The weekly garbage schedule is provided for renters per the provided rules.*

v. Noise. No person shall, between the hours of 10:00 P.M. and 7:00 A.M. congregate at, or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume to disturb the peace, quiet, or repose of another person.

*1. The short-term rental rules impose quiet hours after 10:00pm and until 9:00 AM.*

vi. Pets. No person shall keep, maintain, or otherwise house more than a total of four cats or dogs within any household in the City of Brainerd. It shall be unlawful for any person to allow a dog or cat to run at large and to keep or harbor a dog that habitually barks, yelps, howls, cries, or whimpers to unreasonably disturb the peace and quiet of any person in the vicinity. The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.

*1. The rental rules prohibit pets.*

e. The occupancy of a short-term rental shall be limited to no more than 3 people per bedroom or the occupancy set by the Building Official.

*i. According to [Section 404.4.1 of the Property Maintenance Code](#), every bedroom shall contain not less than 70 square feet (6.5 m2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m2) of floor area for each occupant thereof, whichever is less.*

*ii. There is no proposed limit on guests to the property.*

*iii. Bedroom one is 120 SQFT which exceeds the 120 SQFT requirement to room two guests.*

*iv. Bedroom two is 256 SQFT which exceeds the 150 SQFT requirement to room three guests.*

*v. Bedroom three is 196 SQFT which exceeds the 150 SQFT requirement to room three guests.*

*vi. Bedroom four is 94.5 SQFT which exceeds the requirement to room one guest.*



- vii. *Total occupancy of the short-term rental is 9 guests based on the square footage calculation; the applicant states the occupancy is 8 within the house rules.*
- f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.
  - i. *The rooms used for sleeping have egress windows and smoke detectors that comply with the Minnesota State Building Code and were inspected by the Housing Inspector and is scheduled for inspection by the Fire Marshal.*
- g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).
  - i. *The short-term rental is connected to the city sewer and water system. The building plans show a full bathroom with a toilet, tub/shower, and sink.*
- h. Additional occupancy by use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
  - i. *The applicant is not proposing occupancy by use of recreational vehicles, tents, accessory structures, or fish houses. Their policies for the property explicitly prohibit them.*
- i. The permit holder shall keep a report detailing use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
- j. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to, the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
  - i. *The premises has been inspected by the Housing Inspector and is scheduled for inspection by the Fire Marshal.*
- k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
- l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
- m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.

- i. The application for short-term rentals includes an application for local sales tax that must be submitted to the City's Finance Department. It is the owner's responsibility to contact the MN Department of Health.*

As of this writing, one party has contacted the Community Development Department regarding the Interim Use Permit and did not have concerns.

#### **STAFF RECOMMENDATION**

Staff recommends approval of the Interim Use Permit for one short term rental unit at 502 Juniper St. Brainerd, MN 56401 with the following conditions:

- 1) The short-term rental cannot operate until there is an approved inspection by the Fire Marshal.
- 2) Submittal of the local option sales tax form to the Finance Department.
- 3) The Interim Use Permit for a short-term rental at 502 Juniper St. Brainerd, MN 56401 terminates on 12/31/2024.

## NOTICE OF HEARING

### TO WHOM IT MAY CONCERN:

Notice is hereby given that Michael Fish on behalf of property owner Brian Knoll has submitted an Interim Use Permit to operate a short-term rental at 502 Juniper St. Brainerd, MN 56401. The property included in this application is described as:

*Lot 16, Block 72  
TOWN OF BRAINERD & FIRST ADDITION TO BRAINERD  
P.I.N. 41241262  
Section 24, Township 45, Range 31*

The property is zoned TN-1 (Traditional Neighborhood One) District. [Appendix A: Table of Uses](#) of the Zoning Code requires an Interim Use Permit for the operation of a short-term rental in a TN-1 District as regulated by Section 515-3-34 Short-Term Rentals. Information on the proposed short-term rental is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, September 20, 2023, in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the Interim Use Permit.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 6<sup>th</sup> day of September, 2023



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James L. Kramvik  
Community Development Director

Publication Date: September 9, 2023



## Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401  
218/828-2309/Fax 218-828-2316 [www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

# INTERIM USE PERMIT for SHORT-TERM RENTAL

*Application Form (residential - \$250.00 / commercial - \$500.00 +\$500.00 escrow deposit)*

(This form must be filled out completely before your application will be accepted)

**Property Address** for this *Interim Use Permit*: 502 juniper st brainerd mn 56401

*I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow* Short term rentals

Short Term Rental for traveling medical personnel

The property will be professionally managed and maintained by MN Real Estate

and Management LLC at the property address listed above until the date of

**Legal Description** (attach, if lengthy): Lot 16-18 Block 72 Addition

N 87 1/2 FT OF LOTS 16 THRU 18 INCLUSIVE BLOCK 72

**Property Owner:** Brian Knoll

Address: 4055 Wild Rose Dr, West Linn OR 97068

(Street)

(City)

(State)

(Zip)

Contact Information #: 7022739692

(Home)

(Business)

knoll.brian@gmail.com

(E-mail)

**Applicant:** (if different than Property Owner) Mike Fish (MN Real Estate & Management LLC)

Address: 1533 180th Ave Pierz MN 56364

(Street)

(City)

(State)

(Zip)

Contact Information #: 218 232 7079

(Home)

MN RE&M

(Business)

mike@MNREandM.com

(E-mail)

**Contact Person:** (if different than Property Owner) Mike Fish (MN Real Estate & Management LLC)

Address: 1533 180th Ave Pierz MN 56364

(Street)

(City)

(State)

(Zip)

Contact Information #: 2182327079

(Home)

(Business)

mike@MNREandM.com

(E-mail)

(Fax)

***This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.***

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

***I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.***

Signed by: Brian Knoll Date: 8/16/2023  
(Property Owner)

Brian Knoll

(Property Owner-Please print Name)

Authentisign  
Michael Fish 08/16/23 Date: 8/16/2023  
(Applicant-If different than owner)

Mike Fish

(Applicant - Please print name)

## Interim Use Permit Supporting Information

***The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met.*** In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the "*Criteria*", referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 515-5-2 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
  - (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
  - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
  - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
  - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
  - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
  - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
  - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con't)

To whom it may concern,

I am writing to formally request a Conditional Use Permit (CUP) for a short-term rental property located at 502 Juniper within the city of Brainerd MN. The purpose of this rental property is to accommodate traveling medical personnel and short-term rental guests, providing a convenient lodging option for those associated with the hospital, which is situated nearby.

The proposed short-term rental is intended to serve as a suitable and safe accommodation option for traveling medical personnel who require temporary housing during their assignments as well as to cater to other guests travel to Brainerd for business or medical care. The objective of this endeavor is to bridge the gap between the medical facility and lodging needs and provide a quiet and comfortable stay.

To ensure a responsible operation that does not bother the neighbors and community, the property will be professionally managed by MN Real Estate and Management. Our management team is committed to maintaining a high standard of property management, overseeing the adherence to strict house rules, and promptly addressing any concerns or issues that may arise.

The property will consist of one rental unit with three bedrooms, capable of accommodating a maximum of eight individuals. This configuration has been chosen to accommodate medical teams or groups of traveling medical personnel, while maintaining a comfortable environment.

We have attached our general house rules for this property which we believe guarantee a peaceful coexistence with the neighborhood and foster a comfortable living environment. Strict house rules will be implemented. These rules will address issues such as noise control, parking regulations, waste disposal, and adherence to local laws and regulations. Our commitment to maintaining a respectful and responsible atmosphere is of utmost importance to us.

Over the years we have managed about 900 bookings and 50 properties and believe our experience and track record of good interactions with neighbors and communities throughout Crow Wing should ease any concerns.

We believe that the proposed short-term rental aligns with the overall community and needs for short term housing. By facilitating suitable lodging for traveling medical personnel, we aim to contribute positively to the city's healthcare sector while adhering to the highest standards of property management.

We kindly request the opportunity to present and answer questions before the appropriate zoning and planning authorities, and to discuss in detail how our operation will contribute positively to the community and align with the city's vision. We are fully prepared to provide any additional information or documents as required during the evaluation process.

Thank you for considering our application. We are eager to work collaboratively to ensure that the proposed short-term rental meets all necessary requirements while serving the best interests of the community.

Please let me know if you need any more information.

Sincerely,  
Mike Fish Broker/ Owner/ Property Manager  
MN Real Estate and Management LLC  
Cell: 218 232 7079  
mike@MNREandM.com

 Authentisign  
*Michael Fish* 08/16/23



## 502 JUNIPER GENERAL HOUSE RULES

All guests are responsible for reviewing and following all basic house rules. Any violation of these rules MAY result in immediate eviction and forfeiting of all monies. Any breach of House Rules (including extraordinary cleaning) will also result in a charge to the credit card on file for no less than \$250 & up to \$500 per violation plus damage to property. This Charge will be discussed with the guest beforehand and processed on the card on file or billed out to the responsible guest with a 30 net demand for payment.

We want you to have an enjoyable stay! However, the following rules are necessary to protect our guests, neighbors, property, and make it possible for us to continue running as a successful short-term rental. Most guests appreciate and understand the general house rules. Let us know if you have questions. We always accommodate when we can.

**Let us start by stating that we ask every guest to have the utmost consideration for our neighbors and community. After all, they did not choose to live next to a vacation rental. Many enjoy and appreciate the guests that rent from us. Some are not so appreciative, so we make our best effort. We must work closely with our neighbors and community if we are going to be able to continue to provide Short Term Rental opportunities for years to come.**

**Aside from the sign in the yard, all neighbors have our cell phone number and have been asked to call or text 24/7 with any concerns. We also strongly encourage our owners to have a ring camera on the front door. We want everyone to have a good time; however, our basic house rules must be followed. Problems for us are rare, but if you have questions please reach out.**

### **SMOKING OR VAPING INSIDE**

Smoking and vaping are strictly prohibited. A guest who smokes in a property without authorization will be charged for carpet cleaning and deodorizing if any evidence of smoking is found.

### **FIREWORKS**

Fireworks of any kind ignited on the property are not allowed. There is just too much clean up, accidental damage, and neighbor complaints to allow fireworks of any kind.

### **PETS**

There are no pets allowed on the property.

### **Illegal Drugs or other Illicit Activity**

No drugs or illegal activity is allowed on the property. Any suspected illegal activity will be immediately turned over to the authorities.

### **HARD TO CLEAN MESSES**

Confetti, glitter, balloons, silly string are not allowed on the property. Please be very careful that gum does not get on furniture, pillows etc. Small, excessive debris of any kind thrown around



the property can make housekeeping very difficult and expensive. We reserve the right to run an extra charge on the CC on file if there is an unreasonable mess left for housekeeping.

## **YARD DEBRIS**

Any garbage or debris thrown in the yard may cause environmental issues and severely impact our relations with neighbors. This most definitely includes water balloons & garbage left in the yard. Water balloons are strictly prohibited, and we ask that you please clean up any outside mess.

## **GARBAGE**

Two garbage cans are provided at the home for each stay. This covers about six bags of trash, which is more than enough for most groups. Please let us know if for some reason you have an excess of garbage. We must hire someone to come and pick up the excess garbage and dispose of it. We do ask that guests let us know if they do have an extraordinary amount of garbage and we ask that they cover the cost of removal. See your specific house rules for pick up times.

## **UNAUTHORIZED GUESTS OVERNIGHT**

Only registered guests can be on the property after dark. See the GUESTS section for more details. We are strictly regulated by the Short-Term License as to how many guests are allowed. This is based on the size of the home. Please be respectful of our rules so our owners do not get in trouble. We prohibit any tents or camping in yards.

## **NEIGHBOR OR POLICE CALL**

Avoiding a complaint or nuisance call by the neighbors or incident involving the police are the reason for all the other rules! The four most common calls we receive are for 1) Too many guests 2) Noise pollution 3) Unauthorized dogs 4) Too many cars. PLEASE ask us if you have questions concerning any of the house rules. Of course, we take each individual situation into account and work closely with our guests to ensure fairness.

## **EXCESSIVE OR INDECENT NOISE**

All neighbors have been given a cell phone number and asked to call or text 24/7 if they have issues. We know you're coming to enjoy your time and that may involve making some noise. However, please be considerate of our neighbors. Quiet hours are 10 PM to 9 AM. Loud music, at any time or music with obscene language or containing explicit sexual content is prohibited. Constant screaming or yelling with obscene language is prohibited. We have some neighbors with small children who may be offended at any loud obscenities. We appreciate your patience and cooperation with this issue.

## **SELF TANNING LOTION, FINGERNAIL POLISH & REMOVER**

Accidents happen and fingernail polish/remover & Self-tanning lotion is prohibited from all properties. It destroys towels, bed linens, and permanently stains furniture.

## **EXTRA DAYTIME GUESTS**

If you do plan to have company during your stay you **MUST** get prior approval from Management. Daytime guests must never exceed more than the number of registered guests and must be off the property by nightfall.

## **PARKING**

The county license allows up to one vehicle per bedroom. There can be no parking on a public road or in a yard. Please let us know if there is a need to make an exception. This is a common complaint call from neighbors, and we need to follow the rules.

## **USE OF AMENITIES**

Due to liability and insurance concerns only guests who are listed on the rental agreement and registered as guests are allowed to use any amenities.

## **OPERATION OF ATVs & SNOWMOBILES**

No motorized vehicles of any kind are allowed at this rental. (expectation of course it he vehicle used to transport guest to the property)

## **USE OF FIREARMS**

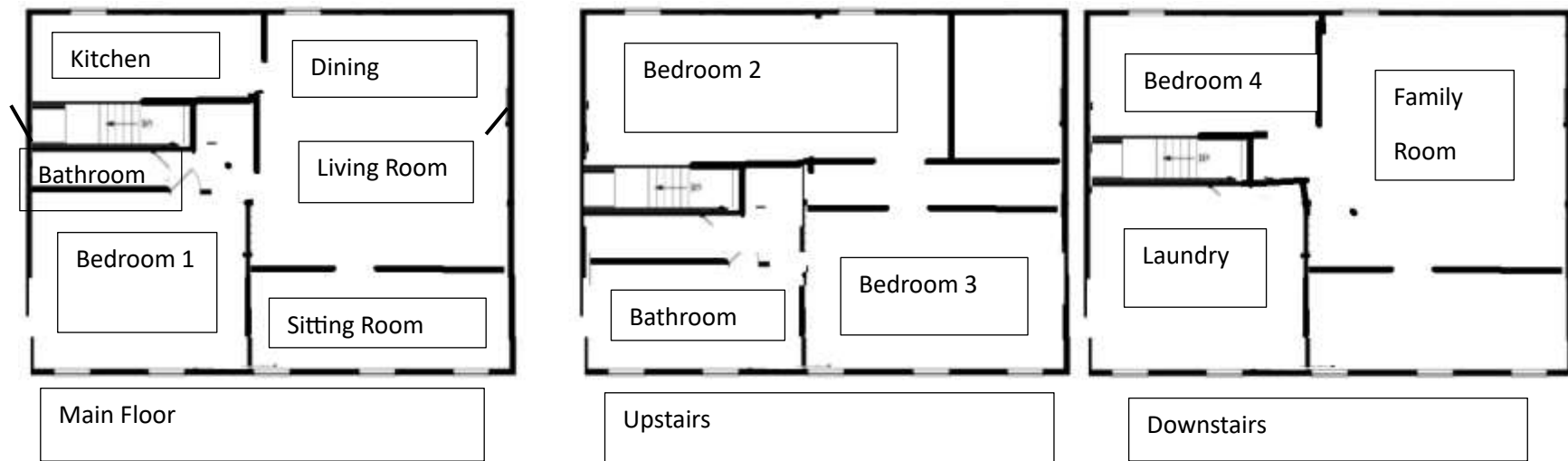
As much as we support your right to carry and use firearms, a short-term rental is not the place for them. MN RE&M strictly prohibits firearms from all properties.

## **OUTSIDE FIRES**

We provide a great firepit for our guests to use. It is very important that guests use proper fire safety. When things get dry and the wind picks up flames can easily flare up, get blown into nearby grass and start a serious fire. Guests are responsible for making sure that all fires are completely extinguished when they are done tending them. If we get a call from a neighbor concerned about a fire that is unattended or too large, we must deal with it immediately by calling the guest and asking them to put it out. If they are not reached, all costs of having someone come to put the fire out will be billed to the guest's credit card on file.

## **LARGE GROUPS, MEETINGS, PARTIES**

The Guest must not hold events (such as parties, celebrations, or meetings that exceed the capacity of the home) Any of these cases will allow the Owner to terminate the Agreement without providing a refund of any payment the Guest has paid for the booking and the Owner will not be legally responsible to find any alternative accommodation.



Floor plan for: 502 Juniper St, Brainerd, MN 56401, USA

Bedroom Dimensions:

Bedroom 1:  $10.5 \times 11.5 = 120 \text{ ft}^2$

Bedroom 2:  $13.5 \times 19 = 256.5 \text{ ft}^2$

Bedroom 3:  $14 \times 14 = 196 \text{ ft}^2$

Bedroom 4:  $7 \times 13.5 = 94.5 \text{ ft}^2$



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** First Reading - Proposed Ordinance No. 1559 - Off-Street Parking and Outdoor Storage

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** James Kramvik, Community Development Director

**DEPARTMENT:** Community Development

**PRESENTER:** James Kramvik, Community Development Director

**ESTIMATED TIME (MIN):** 5 min

**SUMMARY OF ISSUE:**

After research into the regulations in other communities related to off-street parking and a review of the City's parking infrastructure, the Community Development Department presented a final draft of the amended off-street parking ordinance at the September 20th Planning Commission meeting and the Commission held a public hearing. The proposed ordinance has been reviewed by the Planning Commission and the Parking Commission.

**Objectives of Proposed Ordinance No. 1559:**

- Remove parking minimums for all non-residential uses except for one space per commercial unit in the Mainstreet and Town Center Districts.
- Create parking maximums in all non-residential zoning districts.
- Determine a new standard for the minimum residential parking required, that would prioritize a more compact and less burdensome parking footprint by creating a tiered approach for multi-family buildings.
- Include the Accessory Dwelling Unit in the parking minimum formula.
- Incentivize bicycle spaces for multi-family buildings.
- Require fully enclosed unattended trailers to be closed and secured at all times.
- Regulate parking on unimproved surfaces in the rear yard.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:**

The Planning Commission thoroughly reviewed the proposed ordinance and directed staff to make corrections and clarifications to the code language. The primary discussion at the meeting centered around Section 6 of the proposed ordinance which pertains to the outdoor storage of vehicles.

**Commissioners Comments and Questions**

Commissioner Duval recommended that single family homes also have a tiered calculation for offstreet parking spaces as bedrooms are added. The Commission ultimately recommended that another half parking space should be required for every bedroom over four.

Commissioner Gorham stated that Section 6 of the proposed ordinance is difficult to read and would either like to see simpler language or a graphic added that would make it easier for the public to interpret. Staff indicated that a graphic would be the most helpful solution and included it in the final ordinance.

Commissioner Duval agreed with Commissioner Gorham that there should be a potential cap on the number of vehicles and recreational vehicles that are parked in the rear yard on unimproved surfaces that are unscreened. The Commission recommended that the maximum number should be 3 vehicles.

The motion from Planning Commission was moved and seconded by Commissioners Duval and Stenglein, duly carried, to recommend approval of the proposed ordinance amending Section 515-4-12 Off-Street Parking and Section 515-3-28 Outdoor Storage with the following amendments: 1) Clarification of language in Table 515-4-12.3 for Attached Single Family Dwellings to state each additional bedroom in the dwelling unit over three (3) bedrooms = + one half (.5) space per bedroom in a dwelling unit 2) Clarification of language in Table 515-4-12.3 for Single Family Dwellings to state two (2) spaces per unit and for each additional bedroom in the dwelling unit over four (4) bedrooms = + one half (.5) space per bedroom in a dwelling unit 3) Add a graphic to Table 515-4-12.3 for clarity 4) Section 515-3-28.b.2 Outdoor Storage to exclude the Rural Living (RL) District 5) Limit the number of vehicles allowed in rear yard outside a 6' privacy fence to three (3).

**RECOMMENDED ACTION/MOTION:**

Motion to conduct the first reading of Proposed Ordinance No.1559, an ordinance amending Section 515-4-12 and 515-3-28 of the Zoning Code and to dispense with the actual reading.

\*Note: a vote to dispense with the actual reading of the ordinance must be unanimous.

**FINANCIAL IMPACT:** N/A

**ORDINANCE  
NO. 1559**

**AN ORDINANCE AMENDING SECTION 515-4-12 OFF-STREET PARKING & 515-3-28  
OUTDOOR STORAGE**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

**SECTION ONE:** Section 515-4-12.B of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

B. Application of Off-Street Parking Regulations. The regulations and requirements set forth herein shall apply to all off-street parking facilities, ~~except single family detached and duplex dwellings,~~ in all of the Zoning Districts of the City.

**SECTION TWO:** Section 515-4-12.D of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

~~D. Exemptions from Parking Requirements. All uses located within the Commercial Corridor (CC), General Commercial (GC), Town Center (TC), Main Street (MS), and General Industrial (GI) Zoning District shall be exempt from the following off-street parking requirements of this Ordinance.~~

**SECTION THREE:** Section 515-4-12.DE of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

DE. General Provisions

8. Fully Enclosed Unattended Trailers. All doors and windows on fully enclosed unattended trailers shall be closed and secured at all times.

**SECTION FOUR:** Section 515-4-12.EF of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

EF. Calculating Space.

~~1. The term "floor area" for the purpose of calculating the number of off-street parking spaces required shall be determined on the basis of the exterior floor area dimensions of the buildings, structure or use times the number of floors, minus ten (10) percent, except when floor plans are submitted that identify net usable floor area of the building exclusive of ancillary floor areas that do not generate parking demand (e.g., stair wells, hallways, restrooms, closets, utility rooms).~~

1. The term "building footprint area" is the total area of surface coverage of a structure and shall be determined by the exterior walls of the primary structure's first floor for the purposes of calculating the maximum number of parking spaces allowed.

2. When determining the number of off-street parking spaces results in a fraction, each fraction of one-half ( $\frac{1}{2}$ ) or more shall constitute another space.

~~3. In gymnasiums, places of worship and other places of public assembly in which patrons or spectators occupy benches, pews, or other similar seating facilities, each twenty-four (24) inches of such seating facilities shall be counted as one (1) seat for the purpose of determining requirements.~~

43. Except as provided for under joint parking and shopping centers, should a building contain two (2) or more types of use, each use shall be calculated separately for determining the total off-street parking spaces required. ~~Warehouse area associated with retail uses shall have parking requirements calculated separately from the retail requirements.~~

**SECTION FIVE:** Section 515-4-12.~~JK~~ of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:

~~JK~~. **Maximum and Minimum Off-Street Parking Spaces Required.**

1. The following ~~minimum number~~ maximum number off-street parking spaces shall not exceed the allowable maximum parking space calculation depicted in Table 515-4-12.2 for the affected Zoning Districts. ~~be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth.~~

- a. Permitted outdoor sales and storage areas, motor vehicle fueling spaces, and required ADA spaces are exempt from the maximum parking space calculation.
- b. Any proposed off street parking facility exceeding the maximum parking space calculation may only be allowed to exceed the maximum number of spaces if the building has more than one level or for designated employee parking and upon approval of a Conditional Use Permit.
  - i. Conditional Use Permit approval for designated employee parking cannot exceed ten (10) spaces.

**Table 515-4-12.2 Parking Space Maximum**

| <u>Zoning Districts</u>                                                                       | <u>Maximum Parking Space Calculation</u>                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Town Center (TC), Main Street (MS), Commercial Corridor (CC), Public/Semi-Public (PSP)</u> | <u>One (1) space per two hundred (200) square feet of building footprint area.</u><br><u>One (1) tractor trailer parking space per one thousand (1,000) square feet of building footprint area.</u>     |
| <u>General Commercial (GC), Makers and Employment (ME), General Industrial (GI)</u>           | <u>One (1) space per one hundred fifty (150) square feet of building footprint area.</u><br><u>One (1) tractor trailer parking space per five hundred (500) square feet of building footprint area.</u> |

2. The following number of off-street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth for the following Zoning Districts.

- a. Five bicycle parking spaces may be utilized to replace one required parking space for mixed-use buildings or multi-family attached dwelling units (5+ Units) in zones where a minimum parking area is required. This may only be used to replace one (1) space per every ten (10) required parking spaces.



i. For this paragraph “bicycle parking space” means an area equipped with bicycle racks that is used for the purpose of parking and securing a bicycle with a minimum dimension of 30” wide by 72” deep per bike space.

**Table 515-4-12.3 Parking Space Minimum**

| <b><u>Zoning Districts</u></b><br><u>Rural Living One (RL-1), Rural Living Two (RL-2), Garden Living (GL), Contemporary Neighborhood One (CN-1), Contemporary Neighborhood Two (CN-2), Traditional Neighborhood One (TN-1), Traditional Neighborhood Two (TN-2), and Traditional Neighborhood Three (TN-3)</u> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Use in Zoning Districts</u></b>                                                                                                                                                                                                                                                                          | <b><u>Minimum Parking Space Calculation</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <u>Bed and breakfasts</u>                                                                                                                                                                                                                                                                                      | <u>One (1) space per rental room/suite.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <u>Boarding houses</u>                                                                                                                                                                                                                                                                                         | <u>One (1) parking space per boarding room.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <u>Attached Single-Family Dwellings, Accessory Dwelling Units, Multi-Family and Manufactured Homes within Manufactured Home Parks</u>                                                                                                                                                                          | <ul style="list-style-type: none"> <li>• <u>Studios = one (1) space per dwelling unit</u></li> <li>• <u>One (1) bedroom = one and a half (1.5) spaces per dwelling unit</u></li> <li>• <u>Two (2) bedrooms = Two (2) spaces per dwelling unit</u></li> <li>• <u>3 bedrooms = Two and a half (2.5) spaces per dwelling unit</u></li> <li>• <u>*Each additional bedroom in a dwelling unit over three (3) bedrooms = add one half (.5) Space per bedroom per dwelling unit</u></li> </ul> |
| <u>Single Family</u>                                                                                                                                                                                                                                                                                           | <u>Two (2) spaces per unit – add one half (.5) space for each additional bedroom over four (4)</u>                                                                                                                                                                                                                                                                                                                                                                                      |

**Table 515-4-12.4 Parking Space Minimum**

| <b><u>Zoning Districts</u></b><br><u>Town Center (TC), Main Street (MS)</u>                     |                                                 |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b><u>Use in Zoning Districts</u></b>                                                           | <b><u>Minimum Parking Space Calculation</u></b> |
| <u>Bed and breakfasts</u>                                                                       | <u>One (1) space per rental room/suite.</u>     |
| <u>Boarding houses</u>                                                                          | <u>One (1) space per boarding room.</u>         |
| <u>Single Family, Attached Single-Family Dwellings, and Multi-Family</u>                        | <u>One (1) space per dwelling unit.</u>         |
| <u>Commercial Uses</u>                                                                          | <u>One (1) space per commercial unit.</u>       |
| <u>Required parking spaces may be owned or leased by the owner of the property or business.</u> |                                                 |



1. Auto, Boat, Trailer, Farm Equipment and Other Outdoor Sales Lots. One (1) space per four hundred (400) square feet gross sales and office floor area and of the building plus one (1) space per each two thousand (2,000) square feet of gross outdoor sales lot area.
2. Auto Repair. Two (2) spaces per serving bay; the service bay is not a parking space, plus one (1) for each employee on the maximum shift.
3. Boarding House. At least one and one-half (1½) parking spaces per boarding room.
4. Bowling Alleys. Five (5) spaces for each alley plus additional spaces for related uses.
5. Car Washes (Drive Through and Self Service). One (1) space per employee plus: Drive through: Six (6) stacking spaces. Self-service: One (1) stacking space per wash bay.
6. Places of Worship. At least one (1) parking space for each four (4) seats based on the design capacity of the main assembly hall, plus one (1) space for each church employee. Facilities as may be provided in conjunction with such buildings or uses shall be subject to additional requirements which are imposed by this Ordinance.
7. Community Centers, Libraries, Private Clubs, Lodges, Museums, Art Galleries. One (1) space for each three hundred (300) square feet of floor area in the principal structure.
8. Contractors' Offices, Shops and Yards. One (1) per 1,000 square feet of shop area or warehousing, plus one (1) per 300 square feet of office space.
9. Day Care Facilities:
  - a. Day care facilities serving fourteen (14) or fewer persons. In addition to residential parking requirements, one (1) space per seven (7) children capacity.
  - b. All other day care facilities. One (1) space per teacher on the largest shift, plus one (1) space per ten (10) students/children based on maximum capacity of the facility.
10. Elderly (Senior Citizen) Housing. Reservation of area equal to one (1) parking space per unit. Initial development is, however, required of only one-half (½) space per unit and said number of spaces can continue until such time as the City Council considers a need for additional parking spaces has been demonstrated.
11. Financial Institutions, Banks, Savings and Loan. Four (4) spaces for every 1,000 square feet.
12. Funeral Undertaking Establishments. At least 20 parking spaces for each chapel or parlor, plus one (1) parking space for each funeral home vehicle. Drive aisle space shall also be provided off the street for making up a funeral procession.
13. Furniture Store/Household Appliances. One (1) space per 400 square feet of gross sales floor area. One (1) space per 1,500 square feet of warehousing.
14. Garden Supply Stores, Building Material Sales in Structures. Eight (8) off-street parking spaces, plus one (1) additional space for 800 square feet of floor area over 1,000 square feet.
15. Golf Courses. Four (4) spaces per hole, plus fifty (50) percent of the requirements for any other associated use.
16. Golf Driving Ranges, Miniature Golf Courses and Other Outdoor Commercial Recreational Uses. Ten (10) off-street parking spaces plus one (1) for each two hundred (200) square feet of activity area.

- ~~17. Health Clubs. One (1) space per two (2) exercise stations (e.g., strength machine or cardiovascular) plus one (1) space per employee on the largest shift plus additional parking for ancillary uses (e.g., gymnasiums, auditoriums, offices, restaurants).~~
18. Hospitals. Three (3) spaces per bed.
19. Manufacturing Facilities. One (1) space for every 800 square feet of gross floor area, plus one (1) space for every company owned vehicle.
20. Motels and Hotels. One (1) space per each rental room/suite plus one (1) space for each eight (8) units, and one (1) space for each employee on any shift.
- ~~21. Motor Fuel Stations. At least four (4) off-street parking spaces plus one (1) space for each employee on duty. Those facilities designed for sale of other items than strictly automotive products, parts or service shall be required to provide additional parking in compliance with other applicable sections of this Ordinance.~~
- ~~22. Office Buildings, Animal Hospitals and Clinics, Professional Offices and Medical Clinics. One (1) space for every 200 square feet of floor area.~~
- ~~23. Sales Lots. Ten (10) spaces or one (1) per 2,000 square feet gross land area devoted to sales lot, whichever is larger.~~
24. Racquetball, Handball and Tennis Courts, Commercial. Not less than six (6) spaces per each court.
- ~~25. Rest Home, Nursing Home, Convalescent Center, or Institution. One (1) space for each six (6) beds based upon maximum design capacity, plus one (1) space for each two (2) employees.~~
- ~~26. Restaurants, Cafes, Private Clubs Serving Food and/or Drinks, Bars, On-Sale Nightclubs. One (1) space per 40 square feet of dining or bar area and one (1) space per 80 square feet of kitchen area.~~
- ~~27. Restaurants, Fast Food. Fifteen (15) spaces per 1,000 square feet of gross floor area.~~
- ~~28. Retail Sales and Service Business with Fifty (50) Percent or More of Gross Floor Area Devoted to Storage, Warehouses and/or Industry. At least eight (8) spaces or one (1) space per 200 square feet devoted to public sales or service, plus one (1) space per 500 square feet of storage area.~~
- ~~29. Retail Stores and Service Establishments. At least one (1) off-street parking space per 200 square feet of floor area.~~
- ~~30. Schools: Colleges and Universities. At least one (1) parking space for each two (2) students based on the design capacity plus one (1) space for each classroom. Auditorium or event space shall be subject to separate, additional calculations.~~
- ~~31. Shopping Centers. Five and one half (5 ½) spaces per 1,000 square feet of gross leasable floor area (exclusive of common areas).~~
- ~~32. Single Family, Duplex, and Accessory Apartments. Two (2) spaces per unit.~~
- ~~33. Theaters, Civic Centers, Auditoriums, Stadiums, Sports Arenas or Similar Uses. One (1) space for each four (4) seats plus one space for each two (2) employees.~~
- ~~34. Attached Single-Family Dwellings, Multi-Family and Manufactured Homes within Manufactured Home Parks. At least two and one-fourth (2 ¼) rent-free spaces per unit. In projects involving eight (8) or more units, the City may require additional clustered guest parking spaces based upon calculation of required demand.~~

~~35. Warehousing, Storage of Handling of Bulk Goods. That space which is solely used as office shall comply with the office use requirements and one (1) space per 1,500 square feet of floor area, and one (1) space for each company owned truck (if not stored inside principal building) or one (1) space for each employee; whichever is greater.~~

~~36. Other Uses. Other uses not specifically mentioned herein shall be determined on an individual basis by the City Council upon recommendation by the Planning Commission. Factors to be considered in such determination shall include (without limitation) the national parking standards for size of building, type of use, number of employees, expected volume and turnover of customer traffic and expected frequency and number of delivery or service vehicles.~~

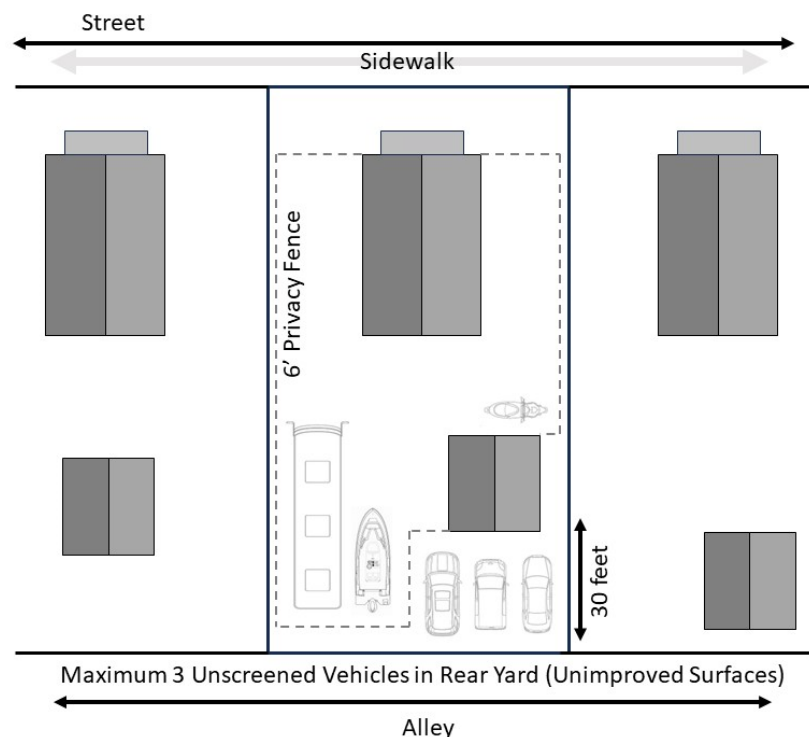
**SECTION SIX: Section 515-3-28.B.2.a.vi of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:**

vi. Off-street parking of licensed and operable passenger automobiles, ~~and~~ pick-up trucks (does not include racing cars or stock cars), and recreational vehicles may be stored in the front yard on a designated driveway or parking area and on an improved surface according to Section 515-4-12.H.

a. Off-Street parking in the rear yard exceeding thirty (30) feet from the rear property line must be parked on an improved surface or screened by a six (6) foot privacy fence with ninety (90) percent opacity from neighboring properties and the right-of-way. No more than three (3) vehicles or recreational vehicles in any combination shall be left outside the fenced area on an unimproved surface in the rear yard as indicated in Figure 515-3-28.1.

a. Rural Living One (RL-1) and Rural Living Two (RL-2) Zoning Districts are exempt from the above paragraph.

**Figure 515-3-28.1**



SECTION SEVEN: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator

Published: One Time – \_\_\_\_\_

## NOTICE OF HEARING

The City of Brainerd Planning Commission will be conducting a public hearing to consider a proposed ordinance amending Section 515-4-12 and Section 515-3-28 of the Brainerd Zoning Code relating to Off-Street Parking and Outdoor Storage. The proposed ordinance would require all doors and windows on fully enclosed unattended trailers to be closed and secured at all times, eliminate parking minimums in all non-residential zones, create parking maximums in non-residential zones, incentivize bicycle parking spaces for residential buildings, create a tiered minimum parking requirement for multifamily buildings, create parking minimums in the Town Center and Main Street Districts, and require off-street parking in the rear yard exceeding thirty feet from the rear property line to be parked on an improved surface or screened by a six foot privacy fence.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m.  
Wednesday, September 20, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding the proposed ordinance. Any individual needing special accommodations please call (218) 828-2307.

Dated this 6<sup>th</sup> day of September 2023

Publication Date: September 9<sup>th</sup>, 2023



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James L. Kramvik  
Community Development Director



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** First Reading- Proposed Ordinance 1560- Amending Section 1505.03 of the City Code- Authorizing the Police Department to Conduct Background Checks for Tobacco, Tobacco Products, and Tobacco Related Product License Applications

**AGENDA:** Main

**ACTION REQUESTED:** Ordinance

**SUBMITTED BY:** John Davis, Police Chief

**DEPARTMENT:** Police

**PRESENTER:** John Davis, Police Chief

**ESTIMATED TIME (MIN):** 3 minutes

**SUMMARY OF ISSUE:** The process for approving and issuing licenses for Tobacco, Tobacco Products, and Tobacco Related Products includes the police department querying the criminal history of an applicant using the Criminal Justice Information System (CJIS). For the police department to access criminal justice data through CJIS for licensing purposes, the City of Brainerd would need to identify this usage in an ordinance. Section 1505.03, which regulates background checks for applicants, doesn't identify tobacco as one of the licenses the police department is authorized to perform criminal history background investigations for.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** The police department was previously using CJIS for tobacco licensing with the authority to do so coming from MN state statute. Police Department staff attended a CJIS workshop and spoke with the state's CJIS auditor and learned of uncertainty regarding the state statute believed to authorize the use of CJIS for licensing purposes. The auditor was unable to provide direction to staff and recommended obtaining guidance from our city attorney. Attorney Langel has recommended amending section 1505.03 to include tobacco as one of the licenses the police department conducts criminal history background investigations.

**RECOMMENDED ACTION/MOTION:** Motion to conduct the first reading of Proposed Ordinance 1560, an Ordinance Amending Section 1505.03 of the City Code and to dispense with the actual reading.

\*Note: a vote to dispense with the actual reading of the ordinance must be unanimous.

**FINANCIAL IMPACT:** none

**ORDINANCE  
NO. 1560**

**AN ORDINANCE AMENDING SECTION 1505.03 – AUTHORIZING THE POLICE  
DEPARTMENT TO CONDUCT BACKGROUND CHECKS FOR TOBACCO, TOBACCO  
PRODUCTS, AND TOBACCO RELATED PRODUCTS.**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 1505.03 of the City Code is hereby amended as indicated, with new language underlined:

The Brainerd Police Department is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants for the following licenses within the City:

City Licenses: Adult Establishment; Boxing or Wrestling; Club On-Sale Intoxicating Liquor; Off-Sale 3.2% Malt Beverage (Beer); Off-Sale Intoxicating Liquor; On-Sale 3.2% Malt Beverage (Beer); On-Sale Intoxicating Liquor; (Sunday) Intoxicating Liquor; On-Sale Wine; Pawnbroker; Peddler, Solicitor, or Transient Merchant; Second Hand Goods Dealer Temporary 3.2% Malt Beverage( Beer); Temporary On-Sale Liquor; Tobacco, Tobacco Products, and Tobacco Related Products.

SECTION TWO: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
KELLY BEVANS  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DAVE BADEAUX  
Mayor

ATTEST: \_\_\_\_\_  
JENNIFER BERGMAN  
City Administrator

Published: One Time – \_\_\_\_\_



# City Council Agenda Request

**MEETING DATE:** October 2, 2023

**TITLE OF ITEM:** Consider Requesting Crow Wing County to not Tax Brainerd Residents for Airport Contribution

**AGENDA:** Main

**ACTION REQUESTED:** Approve/Deny Motion

**SUBMITTED BY:** Jennifer Bergman, City  
Adminstrator, Connie Hillman, Finance Director

**DEPARTMENT:** Finance

**PRESENTER:** Jeff Czczok, Councilmember

**ESTIMATED TIME (MIN):** 10 Minutes

**SUMMARY OF ISSUE:** Council Member Czczok requested this item be placed on the City Council agenda.

**ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:** Staff did some research regarding the history of this issue. The funding agreement has been discussed several times, and the County was asked in 2002 to exclude Brainerd's residents from the County's airport appropriation (see attached Council minutes from 6/17/02). A letter was sent to the County (attached). The item appeared on the 6/25/2002 County Board meeting as 4c Airport Issues. There is nothing in the County minutes on this topic; therefore, it is assumed that no action was taken by the County Board. Staff could not find anything else on this topic in 2002 either.

Council Member Czczok also recalled that the County did exclude Brainerd residents from the County's share of the bond issue. This was true for the 1979 airport bond issue. However, this was not done for the 2002 airport bond issue that has recently been paid off. A memo from Finance Director Theresa Goble to Council President Lucy Nesheim in 2002, as well as a letter sent in 1991, and a copy of a fax sent to Mark O'Day in 1998 are also attached as it gives additional information regarding the airport funding and the "double" taxation for the City of Brainerd residents.

**RECOMMENDED ACTION/MOTION:** Discussion

**FINANCIAL IMPACT:**



The Chair opened the public hearing at 7:40 p.m., and asked if anyone wished to speak. No one responded. The Chair closed the public hearing at 7:41 p.m.

MOVED AND SECONDED BY ALDERMEN ASPLUND AND DEHEN, DULY CARRIED, TO HOLD THE THIRD READING OF PROPOSED ORDINANCE NO. 1149; FURTHER TO DISPENSE WITH THE ACTUAL READING OF SAID ORDINANCE.

City Administrator Dan Vogt noted a letter received from the Oak Lawn Township Board dated June 4, 2002 sent to Ms. Christine Scotillo. This letter indicated the Board does not feel the proposed annexation of the Gilbert VanSteenwyk property and also the Novick properties, which were annexed into the City in December, 2002, meet the requirements of the Minnesota Statutes. City Administrator Vogt noted staff will await approval from MN Planning.

MOVED AND SECONDED BY ALDERMEN ASPLUND AND DEHEN TO ADOPT ORDINANCE NO. 1149 - AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN PROPERTIES LOCATED IN OAK LAWN TOWNSHIP (GILBERT VANSTEENWYK PROPERTY) - 1.73 ACRES.

Upon roll call, all members voted "aye". The Chair declared the motion carried, and the ordinance adopted.

**Brainerd Oaks TIF Proposal - Request for Conceptual Approval - EDA Recommends Approval - Approved.**

MOVED AND SECONDED BY ALDERMEN O'DAY AND OLANDER, DULY CARRIED, TO GIVE CONCEPTUAL APPROVAL FOR THE BRAINERD OAKS TIF PROJECT.

Alderman Olson stated this is one TIF Project he will support, as it generates non-TIF revenues, is unique for home ownership with a program called "Rent-to-Own", and also includes a Community Center.

City Administrator Vogt noted he has a break down on how this project will differ from other TIF Projects. He added this will begin the TIF process with the developer, Springsted, Inc. and Kennedy & Graven.

**Brainerd-Crow Wing County Regional Airport Committee Recommendations - Discussion of.**

City Administrator Vogt spoke regarding his memo dated June 6, 2002. He noted the representatives from the City attending the

airport discussion meeting included Mayor Wallin, Council President Nesheim, Airport Commission Liaison and Council member Scheeler, Airport Manager Steve Sievek and himself. The County was represented by County Commissioner John "Jinx" Ferrari, County Auditor Roy Luukkonen and County Administrator Peter Herlofsky. He further explained the topics discussed at this meeting held June 5, 2002.

MOVED AND SECONDED BY ALDERMEN ASPLUND AND OLSON, DULY CARRIED, TO FORMALLY REQUEST THE CROW WING COUNTY BOARD TO AMEND THE CURRENT AGREEMENT BETWEEN THE CITY AND THE COUNTY RELATING TO THE CONTRIBUTION FOR THE AIRPORT OPERATIONS, TO REFLECT THAT THE COUNTY'S SHARE FOR AIRPORT OPERATIONS SHALL EXCLUDE THE TAXPAYERS OF THE CITY OF BRAINERD.

City Administrator Vogt noted he will draft a letter requesting this to the County Board. Mayor Wallin stated this is worth the effort to see if the County will work with the City on this issue. Alderman Asplund agreed with the Mayor.

City Administrator Vogt stated he felt the County believes when the airport ordinance was established in the mid to late 1940's, the 50/50 share was agreed upon and should continue in that way. He added at that time it may have seemed fair.

Alderman Olson noted the Library is supported by the County and the City, with the citizens of Brainerd excluded from the County share.

The Mayor remarked the County may be more concerned with the principal of the matter, than the dollars.

MOVED AND SECONDED BY ALDERMEN DEHEN AND SCHEELER, DULY CARRIED, THAT THE CITY REQUEST THE COUNTY GIVE THEIR CONCEPTUAL SUPPORT TO THE ISSUE OF ANNEXATION OF THE AIRPORT PROPERTY INTO THE CITY OF BRAINERD. ALSO, TO ASK THE COUNTY TO GIVE ITS CONCEPTUAL SUPPORT TO THE EXTENSION OF UTILITIES/INFRASTRUCTURE TO THE AIRPORT PROPERTY AFTER ANNEXATION.

City Administrator Vogt stated neither the City nor County representatives in attendance had any interest in the idea of County-only ownership for the airport. Therefore, there was a recommendation not to proceed further regarding this matter.

City Administrator Vogt further explained the issue of a joint powers agreement, as it was noted the current agreement between the City and County is in fact a joint powers agreement as established by the laws of 1945, Chapter 303.

MOVED AND SECONDED BY ALDERMEN O'DAY AND OLSON, DULY CARRIED,

TO SUPPORT THE CONCEPT OF THE CONTINUED DISCUSSION REGARDING REGIONAL AIRPORT STATUS, AND TO REQUEST THE COUNTY COMMISSIONERS TO EXPRESS ITS SUPPORT OF CONTINUING DIALOG WITH REGARDS TO THE REGIONAL AIRPORT CONCEPT AS WELL.

**Award of Bid - Transit Department Operating Bid.**

Alderman Dehen noted the Brainerd Bus Lines submitted a bid based on several contingencies: (1) that based on their past performance history, the \$30,000 performance bond requirement be waived or allow for a price increase to cover the cost, (2) the requirement for the garage facilities be located in the City of Brainerd be waived, and (3) that alternate inspection forms be allowed. He added staff recommends the following conditions that would be in the form of a change order: (1) the requirement for the performance bond be waived, (2) the requirement for garage facilities be located in the City of Brainerd be waived, (3) the inspection forms will be reviewed, (4) if the insurance quote from the League results in a cost savings and provides adequate liability protection for the third party contractor, the contract will be amended to have the City insure the vehicles resulting in a reduction in the monthly overhead bid price of \$5,833.33 per month, and (5) that Section 20, Termination, of the Special Provisions be amended to provide for the termination of the contract upon 90 days notice in the event the financial analysis of bringing the entire system in-house is beneficial and is directed by the Council.

MOVED AND SECONDED BY ALDERMEN DEHEN AND SCHEELER, DULY CARRIED, TO ACCEPT THE BID FROM BRAINERD BUS LINES, INC. IN THE AMOUNTS OF TRANSIT MONTHLY OVERHEAD FOR 12 MONTHS - \$151,066.68 AND TRANSIT BUS OPERATION FOR 19,876 HOURS - \$445,619.92, EFFECTIVE JULY 1, 2002 THROUGH JUNE 30, 2003, WITH THE CONDITIONS NOTED ABOVE.

MOVED AND SECONDED BY ALDERMEN DEHEN AND ASPLUND, DULY CARRIED, TO DIRECT STAFF TO BEGIN WORK ON A FEASIBILITY STUDY REGARDING BRINGING ALL TRANSIT OPERATIONS "IN-HOUSE".

**Peterson Towing - Conditional Use Permit Revocation - Status Report.**

City Attorney Fitzpatrick stated late Thursday, June 13, 2002, Peterson Towing sued the City and requested a temporary restraining order to stop the City for awarding the towing bid for the year 2002-2003. The award of this bid was originally scheduled for consideration at tonight's meeting. On Friday, June 14, 2002, the lawsuit was referred to the League of Minnesota Cities and assigned to attorney, Mr. George Hoff. Mr. Fitzpatrick noted as a result of

City Hall  
501 Laurel Street  
Brainerd, Minnesota 56401



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Fax (218) 828-2316

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brdfire@brainerd.net

**City Planner**  
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**Director of Parks & Recreation**  
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Service  
(218) 829-2193 · fax (218) 829-2308  
email@bpu.org

Equal Opportunity Employer

June 18, 2002

Crow Wing County Board of Commissioners  
Crow Wing County Courthouse  
301 Laurel Street  
Brainerd, MN 56401

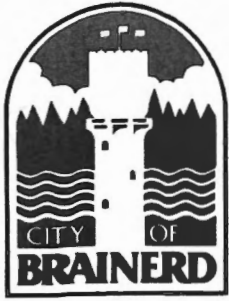
Dear Board Members,

Attached you will find a copy of a memo, dated June 6, 2002 that I prepared as a result of the meeting held on June 5, 2002 between representatives of the City and County concerning airport issues.

This memo was discussed by the Brainerd City Council at its meeting held on June 17, 2002. As a result of this discussion the following actions were taken:

- 1: A motion was unanimously adopted by the Brainerd City Council to request the County Board to agreed to a change in the current agreement between the City and the County relating to the contributions for airport operations, to reflect that the County share for airport operations will exclude the taxpayers of the City of Brainerd.
- 2: A motion was unanimously adopted to request the County Board of Commissioners to give conceptual approval to the issue of annexation of the airport property into the City of Brainerd. Also, that the County will give its conceptual support to the extension of utilities/infrastructure to the airport property after annexation.
- 3: The Council unanimously adopted a motion in support of the concept of continued discussion regarding regional airport status for funding purposes. Further, to request the County Board of Commissioners to express its support of continuing dialog with regards to this concept. Finally, to ask the Airport Commission to pursue this matter on behalf of the City and the County.





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Crow Wing County Board of Commissioners  
June 18, 2002  
Page Two

Please discuss these items at an upcoming Board meeting, and contact the City with your response. If you have any questions or would like me or other representatives from the City of Brainerd to appear before the County Board, please contact me. I look forward to hearing from you soon.

Sincerely,

CITY OF BRAINERD

Daniel J. Vogt  
City Administrator

DJV\ek

enc

cc: Mayor  
Council  
Airport Manager Sievek  
Finance Director Goble  
✓ County Administrator Herlofsky  
County Auditor Luukkonen





City Hall  
501 Laurel Street  
Brainerd, Minnesota 56401



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# MEMO

**TO:** Mayor and Council

**FROM:** City Administrator Dan Vogt *DV*

**DATE:** June 6, 2002

**SUBJECT:** Meeting with County Representatives Regarding Airport Issues

A meeting was held on Wednesday, June 5, 2002, to discuss airport matters between representatives of the City of Brainerd and Crow Wing County. The representatives from the City, as appointed by the Council, included Mayor James Wallin, Council President Lucy Nesheim, Airport Commission Liaison and Council member Gary Scheeler, and City Administrator Dan Vogt. Representatives from the County included County Commissioner John "Jinx" Ferrari, County Auditor Roy Luukkonen, and County Administrator Peter Herlofsky. Airport Manager Steve Sievek also attended the meeting.

As identified by the City Council, the following topics were discussed; issues in the current agreement regarding funding, regional airport authority, joint powers agreement, County-only ownership, annexation of the property into the City of Brainerd, and infrastructure extensions to the airport. Below I will outline the results of the meeting.

The main issue discussed was the current agreement language concerning the funding allocation between the City and the County. The City's position was the agreement should be changed to exclude the City of Brainerd taxpayer's from the County share of airport funding. The County officials at the meeting strongly opposed this change. It was the opinion of the County officials that the contract language was clear, and that the allocation which has been handled the same way for many years should remain unchanged. Attached you will find a sheet prepared by the County Auditor showing the current percentage amount of the County's total tax capacity allocated to the City of Brainerd. The final column shows the amount of the County share that the taxpayers of the City pay. You will notice the taxpayers in Brainerd pay about \$12,800 of the total County share of \$123,600. Our argument was this is not fair, as the citizens of Brainerd pay 100% of the City's share and 10% of the County's share. Therefore, we are paying more than our contract identified 50%. No agreement to change the current contract language was reached. As a result, it is recommended by the representatives of the

6-17-02  
Council Agn.  
#50

Airport Meeting Memo  
June 6, 2002  
Page Two

City of Brainerd to formally request the Crow Wing County Board to amend the current agreement between the City and the County relating to the contribution for the airport operations, to reflect that the County's share for airport operations shall exclude the taxpayers of the City of Brainerd.

Two items that were discussed that received general support from City and County officials were the issues of annexation and infrastructure extension to the airport. At this time, the committee would recommend that we request the County give their conceptual support to the issue of annexation of the airport property into the City of Brainerd. We would also ask the County give its conceptual support to the extension of utilities/infrastructure to the airport property after annexation.

Neither City nor County representatives in attendance had any interest in the idea of County-only ownership for the airport. Therefore, there is a recommendation not to proceed further regarding this matter.

Concerning the issue of a joint powers agreement, it was noted the current agreement between the City and County is in fact a joint powers agreement as established by the laws of 1945, Chapter 303, as identified in the attached ordinance regarding the airport.

Finally, the issue of a regional airport authority was addressed. It is the recommendation from the representatives of the City of Brainerd to support the concept of our continued discussion regarding regional airport status, and to request the County Commissioners to express its support of continuing dialog with regards to the regional airport concept as well. Also, to ask the Airport Commission to pursue this matter on behalf of the City and the County.

This item will appear on the agenda for the meeting to be held on June 17, 2002 for discussion. If you have any questions with regards to this matter prior to the meeting, please feel free to contact me at your convenience.

\ek  
enc

cc: Finance Director Goble  
Airport Manager Sievek  
Peter Herlofsky, County Administrator  
Roy Luukkonen, County Auditor

**CROW WING COUNTY  
AIRPORT APPROPRIATION ANALYSIS  
YEARS 1998 THROUGH 2002**

| <b>Year</b> | <b>Total<br/>Amount</b> | <b>County<br/>Tax Capacity</b> | <b>Brainerd<br/>Tax Capacity</b> | <b>%</b> | <b>Brainerd<br/>Amount</b> |
|-------------|-------------------------|--------------------------------|----------------------------------|----------|----------------------------|
| 1998        | 103,252                 | 47,130,690                     | 5,554,137                        | 11.7845% | 12,168                     |
| 1999        | 106,305                 | 47,896,314                     | 5,224,613                        | 10.9082% | 11,596                     |
| 2000        | 107,880                 | 50,073,284                     | 5,485,603                        | 10.9551% | 11,818                     |
| 2001        | 118,600                 | 56,301,235                     | 5,842,536                        | 10.3773% | 12,307                     |
| 2002        | 123,600                 | 47,368,426                     | 4,917,392                        | 10.3812% | 12,831                     |



ORDINANCE AMENDING  
SECTION 305 OF THE  
BRAINERD CITY CODE  
REGARDING BOARDS AND  
COMMISSIONS FOR THE CITY  
OF BRAINERD

ORDINANCE NO. 900

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE. That Section 305.01, Subd. 2 of the Brainerd City Code is hereby amended by adding Subsection h) as follows:

"h) Brainerd - Crow Wing County Regional Airport Commission:

SECTION TWO. That Section 305 of the Brainerd City Code be amended by adding paragraph 305.19 as follows:

"305.19 Brainerd - Crow Wing County Regional Airport Commission.

1. In General. The City of Brainerd, hereinafter City, and the County of Crow Wing, hereinafter County, agree each with the other to participate as hereinafter provided in the acquisition of tracts of land for the purpose of constructing and operating an Airport thereon and to construct, maintain, and operate the Airport jointly as hereinafter provided. Said Airport shall be known as the Brainerd - Crow Wing County Regional Airport/Walter F. Wieland Field, hereinafter referred to as the Brainerd - Crow Wing County Regional Airport.

2. Contribution to Capital Costs. The City and County, subject to qualifications hereinafter set out, shall contribute equally to that portion of the cost of acquisition of the airport site and the capital costs of construction, improvement and development of the airport not covered by State and Federal contributions hereto. All preliminary expenses incurred hereunder prior to the acquisition of the airport site not covered by State and Federal Contributions thereto shall be borne equally by the City and the County. An undivided one-half interest in land already acquired for airport purposes by the City in Sections 4, 5, 8 and 9, Township 45, Range 30, Crow Wing County, Minnesota, shall be deeded, without cost, to the County.

3. Airport Commission. There is hereby created the Brainerd - Crow Wing County Regional Airport Commission. The Commission shall consist of six (6) members as follows: three (3) members shall be appointed by the City Council, one of which shall be a Councilperson; three (3) members shall be appointed by the Crow Wing County Commissioners, one (1) of which shall be a County Commissioner. The Council and the Commission members shall be appointed annually and the four (4) lay members shall be appointed for terms as follows: The Council of the City of Brainerd shall appoint one (1) member to serve until December 31, 1983 and one (1) member to serve until December 31, 1985. The Crow Wing County Commissioners shall appoint one (1) member to serve until December 31, 1984 and one (1) member to serve until December 31, 1985. Thereafter, all lay members shall serve for a term of three (3) years.

Also to serve on the Airport Commission will be the Airport Director as an ex-officio member. The appointments of the respective members to the Airport Commission, either at the time of expiration or at the time of resignation, shall be the responsibility of each governing body as indicated by the original appointments. Both original and successive appointees shall serve until their successors are appointed. Members shall receive such compensation as the City Council and the County Board shall determine. The Chairperson and Vice-Chairperson of the Airport Commission shall be chosen from the lay members. The elected members shall not be eligible to serve as Chairperson or Vice-Chairperson. The position of Chairperson may, at the discretion of the Commission, alternate between the County and the City lay representatives on an annual basis. The Chairperson shall not vote on any issue other than to break a tie vote.

4. Powers of the Commission. The Commission, except as hereinafter provided, shall acquire necessary property for, establish, construct, enlarge, improve, maintain, equip, operate, and regulate the airport and other air navigation facilities and airport protection privileges to be jointly acquired, controlled and operated under this agreement. The Commission may exercise on behalf of the County and City all the powers of each of such municipalities granted by Laws 1945, Ch. 303, except as otherwise provided in this agreement and in Laws 1945, Ch. 303, Sec. 20. Rules and regulations provided for by Laws 1945, Ch. 303, Sec. 17, Subd. 3, may be proposed by the Commission but shall be enacted only by the Council and County Board, pursuant to the provisions of Laws 1945, Ch. 303, Sec. 20. No real property and no airport, other air navigation facility, or air protection privilege acquired under this agreement shall be disposed of by the Commission by sale, lease or otherwise except by authority of both the City Council and the Board of County Commissioners; but the Commission may lease space, area or improvements and grant concessions on airports for aeronautical purposes, or purposes incidental thereto subject to the provisions of Laws 1945, Ch. 303, Sec. 17, Subd. 4. This Commission shall have authority to hire or retain all employees and professional services that may be necessary in accomplishing the purposes for which it was appointed.

5. Real Property. The Commission on behalf of the City and County may procure options on real property suitable for the site of the proposed airport. No real property, airport, restricted landing area, air protection privilege, or personal property costing in excess of \$1,000.00 shall be acquired and no condemnation proceedings shall be instituted except after authority to do so has been granted in each individual case by the City Council and County Board. Condemnation proceedings shall be instituted in the names of the City and County jointly. The provisions of Laws 1945, Ch. 303, Sec. 11, Subd. 2, shall apply to such proceedings. Real property acquired under this agreement shall be held by the City and County as tenants in common. The City shall own a 50 percent interest and the County shall own a 50 percent interest in the property acquired hereunder.

6. Budget. The Commission shall each year prior to August 1 prepare a budget for airport finances for the ensuing calendar year. The budget shall be substantially balanced. The budget shall follow the format as established.

1. Estimated revenues, divided as follows:
  - a) Federal and state grants;
  - b) Contribution from City;
  - c) Contribution from County;
  - d) Miscellaneous revenues.
2. Estimated expenditures, divided as follows:
  - a) Personal services;
  - b) Services other than personal;
  - c) Supplies and materials;
  - d) Equipment;
  - e) Real estate and improvement;
  - f) Miscellaneous expenditures;
  - g) City Bond Retirement Fund;
  - h) County Bond Retirement Fund.

Such budget shall be submitted not later than September 1 to the City Council and the County Board. The final decisions of the City Council and the County Board as to the requested additional contributions shall be reported back to the Commission. The City shall pay 50% of the total contributions paid into the current airport fund by the City and County each year. If either the City Council or the County Board fixes its contributions at less than the amount requested by the Commission, the contribution of the other shall be decreased proportionately, unless the latter shall decide to pay a larger portion of the total contribution than is required by this agreement. The expenditure allowance as finally adjusted and approved by the Commission shall control the year's spending program except that excess revenues received may be spent upon the approval of three members of the Commission. The Commission shall not itself levy taxes or borrow money; and it shall not approve any claims or incur any obligations for expenditures unless there is unencumbered cash in the appropriate airport fund to the credit of the Commission with which to pay the same. Any surplus in revenues over the cost of maintenance and operating expenses of the properties acquired under this agreement may be transferred by the Commission to the City and the County in the same proportion as they are required by this paragraph to contribute for maintenance and operation.

7. Finances. For the purpose of financing the necessary expenditures in carrying out the provisions of this agreement, there is hereby created in the City accounts and treasury a special fund to be called Airport Fund. All receipts belonging to the Commission shall be deposited intact in a bank account to the credit of the Airport Fund and no disbursement shall be made from this bank account except by check nor unless a verified claim for services and commodities actually rendered or delivered has first been submitted to and approved for payment by the Commission as authenticated by signature of a commissioned member from the City and the County. The City shall account for the Fund and the custody of the cash and the bank account shall be in the hands of the City Treasurer. These officers shall make reports to the Commission at reasonable intervals as determined by the Commission. For purposes of budgeting, accounting and reporting, the fiscal year of the Commission and the Fund shall commence on January 1. An audit of the Fund shall be made annually. Such audit may be made independently of or in conjunction with any audit which may be made of the funds of the City. The

Airport Commission shall maintain employee dishonesty insurance coverage for all employees of the Airport Commission.

8. Reports. The Commission shall, as soon as possible after the end of each calendar year, prepare and present to the City Council and County Board a comprehensive annual report of its activities. The Commission shall also prepare and present to Federal and State officials such reports as may be required by law, regulation or contract.

9. Termination. In the event the City or County repeal this Ordinance, the powers of the Commission under this Ordinance shall continue to the extent necessary to maintain and operate the airport until disposition of the property acquired under this Ordinance has been completed pursuant to subdivision 10 hereof.

10. Disposition of Property Upon Termination. As soon as practicable after termination of this agreement, the City Council and County Board shall dispose of all property acquired under the agreement, including surplus funds, in any manner they shall then agree upon. If no agreement as to disposition is reached within three months after termination of this agreement, the City Council shall, within 30 days thereafter, appoint some person, who may be a City official, as its representative; the County shall similarly appoint a representative; and the Minnesota Commissioner of Aeronautics shall appoint a third person, who shall together constitute an advisory board on disposition of the airport property. This board shall as soon as possible prepare and recommend to the City Council and County Board a complete plan for the disposition of all property acquired under this agreement, and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this agreement each party shall provide for the payment of principal and interest on its outstanding bonds issued as a result of this agreement, and in the absence of another arrangement mutually agreed upon each party shall assume the payment of debts and liabilities incurred by the Commission in the same proportion as it is required to contribute to the joint current airport fund under section 6.

11. Enforcement. Specific performance of the provisions of this agreement may be enforced against either party by the other party.

12. Amendments. Ordinances Numbers 433, 671, 805 and 856 are hereby repealed

Dated this 7th day of May, 1991.

CITY OF BRAINERD

By: Bonnie K. Cumberland  
Bonnie K. Cumberland  
Mayor

By: Daniel J. Voigt  
Daniel J. Voigt  
City Administrator

COUNTY OF CROW WING

By: Steve D. Sievek  
Steve D. Sievek  
Chairman of Board of County  
of Commissioners

By: Roy A. Luukkonen  
Roy A. Luukkonen  
County Auditor

SECTION THREE. This Ordinance shall take effect and be in force one week from and after its publication.

Adopted this 6th day of May, 1991.

James E. Wallin  
James E. Wallin  
President of the Council

Approved this 7th day of May, 1991.

Bonnie K. Cumberland  
Bonnie K. Cumberland  
Mayor

ATTEST: Daniel J. Vogt  
Daniel J. Vogt  
City Administrator

SEAL

Approved as to Form and Legality this 30 day of May, 1991.

By: John Remington Graham  
John Remington Graham  
Crow Wing County Attorney

Published: June 7, 1991



ROY A. LUUKKONEN.....AUDITOR  
 DICK ROSS.....SHERIFF  
 DONALD F. RYAN.....ATTORNEY  
 LAUREEN E. BORDEN.....TREASURER  
 KATHY LUDENIA.....RECORDER  
 PETER J. HERLOFSKY, JR.....ADMINISTRATOR  
 MARTYN SCHMIDT.....ASSESSOR  
 DUANE A. BLANCK, P.E.....HIGHWAY ENGINEER  
 DON SIGETY.....SURVEYOR

THOMAS J. COWELL.....LAND COMMISSIONER  
 DARRELL PASKE.....COURT ADMINISTRATOR  
 CAROL CARLSON.....COMMUNITY HEALTH ADMINISTRATOR  
 VACANT.....PLANNING AND ZONING  
 DOUGLAS B. MORRIS.....SOLID WASTE COORDINATOR  
 SUSAN M. BECK.....HUMAN SERVICE DIRECTOR  
 DENNY HOLMEN.....INFORMATION SYSTEMS DIRECTOR  
 DAVID R. SCHULDHEISZ.....VET'S SVC. & EMERG. MGMT  
 MICHAEL KEARNS.....PARKS DIRECTOR

COUNTY COMMISSIONERS  
 JOHN R. FERRARI, CHAIRMAN GILBERT B. DEWES, VICE CHAIRMAN  
 DEWAYNE "DEWEY" TAUTGES ED LARSEN TERRY L. SLUSS

*Calendar, 6/21/02  
 Taxed 12:02pm day*

ROY A. LUUKKONEN, COUNTY AUDITOR  
 CROW WING COUNTY COURTHOUSE  
 326 LAUREL STREET  
 BRAINERD, MINNESOTA 56401-3590



TELEPHONE (218) 824-1045  
 FAX (218) 824-1046

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**CROW WING COUNTY**  
 BRAINERD, MINNESOTA 56401

June 21, 2002

Brainerd Daily Dispatch  
 P.O. Box 974  
 Brainerd, Minnesota 56401-0974

Ladies and Gentlemen:

Please publish the following Agenda in your Sunday, June 23, 2002, edition:

**BOARD OF COUNTY COMMISSIONERS  
 CROW WING COUNTY, MINNESOTA  
 MEETING TO BE HELD IN COMMISSIONERS' ROOM IN COURTHOUSE**

**June 25, 2002**

8:30 a.m. - Review Consent Calendar & Correspondence

9:30 a.m. - Call to Order

1. Open Forum
2. Public Hearing, Off Sale Liquor License Application, Charles J. Larson, The Green Roof Store, Inc., Fairfield Township (10:00)
3. Approve Consent Calendar
  - a. Approve Minutes of June 11, 2002
  - b. Approve Bills
  - c. Tax Applications
  - d. Renew Contract with State of Minnesota, Brainerd Regional Treatment Center, Quality Enterprises, for Shredding Services
  - e. Renew Contract with Brainerd Regional Human Services Center for Maintenance & Repair Services for Crow Wing County Detention Center
  - f. Minnesota Lawful Gambling Application for Exempt Permit
  - g. Minnesota Lawful Gambling Application for Premises Permit
4. Miscellaneous Business
  - a. Renewal Liquor/Wine License Applications
  - b. Emergency Management Director, ID Card Policy
  - c. Airport Issues
  - d. County Administrator Evaluation & Salary Adjustment
  - e. County Sheriff, Lakes Area Drug Investigative Interagency Agreement

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS  
CROW WING COUNTY, MINNESOTA  
Meeting held on June 25, 2002

The Board of County Commissioners met in adjourned session on June 25, 2002, at 9:30 a.m.

All members were present except Commissioner Larsen was excused at 12 noon.

On motion of Commissioner Sluss seconded by Commissioner Tautges the minutes of the June 11, 2002, meeting be approved as published and the reading of said minutes be dispensed with, all members voted "AYE".

On motion of Commissioner Larsen seconded by Commissioner Dewes the petition of Charles Blekre for the following zoning reclassification be approved as recommended by the Planning Commission, based on the following findings of fact, all members voted "AYE".

Pt. Govt. Lot 3 & NE1/4 of SW1/4, Sec. 3-137-28, 680033100000009 & 680032403B00009  
Rezone from Green Space to Agricultural

FINDINGS OF FACT:

1. Has adequate building and septic sites.
2. Has adequate ingress/egress.
3. There is other Agricultural zoning within one half mile.

On motion of Commissioner Larsen seconded by Commissioner Dewes the petition of Judith Dingman Dwire for the following zoning reclassification be approved as recommended by the Planning Commission, based on the following findings of fact, all members voted "AYE".

Pt. Govt. Lot 5, Sec. 19-137-28, 680194200CB0009  
Rezone from Agricultural to Rural Residential

FINDINGS OF FACT:

1. Property is developed and does not meet Agricultural Standards.
2. Adequate area for structures and septic.
3. Adequate ingress/egress onto two established roads
4. Compatible with the surrounding zoning in the area.

On motion of Commissioner Tautges seconded by Commissioner Larsen the petition of Duane and Donna Swanson for the following zoning reclassification be approved as recommended by the Planning Commission, based on the following findings of fact, all members voted "AYE".

Govt. Lot 4 ex. 1.5 acres in NW Corner, Sec. 27-46-28, 590272204A00009  
Rezone from Agricultural to Residential

FINDINGS OF FACT:

1. Compatible with the Residential zoning to the west.
2. Adequate ingress/egress off of County Road 133.
3. Adequate building and septic sites.

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board authorizes the County Administrator to submit a grant application to the Initiative Foundation for funds from the Healthy Communities Partnership Program to develop a County Comprehensive Plan; and further, the Board authorizes the members on the Team Roster to participate in the Healthy Communities Partnership, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board approves the draft 2002 Water Plan Update and authorizes the Water Planner to submit the Plan to State Agencies for review, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board, upon recommendation of the County Sheriff, agrees to enter into a Lakes Area Drug Investigative Division Interagency Agreement between Crow Wing County and the Cities of Baxter, Breezy Point, Brainerd, Crosby, Crosslake, Cuyuna, Deerwood, Nisswa, and Pequot Lakes for the enforcement of controlled substance laws in their respective jurisdictions, and the Chairman and County Auditor are authorized to sign said Agreement, upon approval of the County Attorney, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board authorizes the acquisition of a boat, motor, and trailer for the County Extension Office to be used for water quality monitoring on area lakes through the Outdoor Corps Program, to be paid from grant and contract monies, all members voted "AYE".

The Board received the following quotes for Waste Tire Abatement Services in 2002:

COMPANY

PASSENGER TIRES

OVERSIZED TIRES

|                                          |         |          |
|------------------------------------------|---------|----------|
| First State Tire Recycling, Inc.         | \$75.00 | \$155.00 |
| Greenman Technologies of Minnesota, Inc. | 94.50   | 135.00   |
| Monitor Tire Disposal, Inc.              | 90.00   | 130.00   |

On motion of Commissioner Tautges seconded by Commissioner Larsen the Board, upon recommendation of the Solid Waste Coordinator, accepts the quote of First State Tire Recycling, Inc. and authorizes the services be provided accordingly, to be paid from the Solid Waste Fund, all members voted "AYE".

Pursuant to Notice, a Public Hearing was held at 10 a.m. to consider the application of Charles J. Larson, The Green Roof Store, Town of Fairfield, for an Off Sale Liquor License.

On motion of Commissioner Tautges seconded by Commissioner Dewes the Board approves the application of Charles J. Larson, The Green Roof Store, for an Off Sale Liquor License, as approved by the County Attorney, County Sheriff and Town of Fairfield, subject to all State requirements and any delinquent taxes being paid, and the County Auditor is authorized to process said application, all members voted "AYE", except Commissioner Ferrari abstained.

On motion of Commissioner Dewes seconded by Commissioner Sluss the Board authorizes the Chairman to sign a letter, as drafted by the Solid Waste Coordinator, to the Minnesota Pollution Control Agency regarding the County's concerns on the ongoing Solid Waste Rules Revision regarding MSW Transfer Stations and Demolition Landfill Facilities, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board authorizes the Chairman to sign a letter, as drafted by the Parks Director, to members of the Legislative Commission on Minnesota Resources regarding the County's support for the proposed Minnesota Regional Park and Trail Grant Program \$15,000,000 Land Acquisition Grant Program, all members voted "AYE".

On motion of Commissioner Larsen seconded by Commissioner Tautges the Board approves a temporary transfer from the General Fund to the Road and Bridge Fund in an amount necessary for adequate working balance until receipt of State Aid Funds, all members voted "AYE".

On motion of Commissioner Dewes seconded by Commissioner Larsen the Board approves a transfer from the First Assessment District Fund to the Road and Bridge Fund in the amount of \$169,593.19 for materials, supplies and services provided to the First Assessment District Road System in 2001 and \$28,505.66 for 2001 administrative costs, all members voted "AYE".

On motion of Commissioner Dewes seconded by Commissioner Larsen the Board approves a transfer from the Second Assessment District Fund to the Road and Bridge Fund in the amount of \$8,659.77 for materials, supplies and services provided to the Second Assessment District Road System in 2001 and \$3,234.22 for 2001 administrative costs, all members voted "AYE".

Pursuant to advertisement, bids for C.P. 18-314-01 (EXECUTIVE ACRES) were opened on June 10, 2002:

| <u>BIDDER</u>                          | <u>AMOUNT</u> |
|----------------------------------------|---------------|
| Anderson Brothers Construction Company | \$134,723.36  |
| Tri-City Paving                        | 125,156.14    |

On motion of Commissioner Larsen seconded by Commissioner Dewes the Board, upon recommendation of the County Highway Engineer, rejects the above bids due to the lack of adequate funds being available for the entire project; and further, the Board postpones the project until the 2003 construction season, all members voted "AYE".

The Board received the following quotes for Guardrail as required by the Guardrail Safety Program:

| <u>COMPANY</u>       | <u>AMOUNT</u> |
|----------------------|---------------|
| H&R Construction     | \$42,904.24   |
| Wheeler Consolidated | 48,114.20     |

On motion of Commissioner Tautges seconded by Commissioner Larsen the Board, upon recommendation of the County Highway Engineer, accepts the low quote of H&R Construction and authorizes the purchase accordingly, to be paid from the Road and Bridge Fund, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board establishes a committee to review a possible pilot program in Crow Wing County regarding the operation of All Terrain Vehicles in road rights-of way, with said committee to consist of the County Highway Engineer, County Sheriff, Land Commissioner, Parks Director, and Commissioners Dewes and Larsen, all members voted "AYE".

On motion of Commissioner Dewes seconded by Commissioner Tautges the Board received a petition and placed it on file from concerned residents regarding establishment of a road within the plat of BIRCHEMS ADDITION, First Assessment District, and upon recommendation of the County Highway Engineer, the Board schedules an On-Site Public Hearing to be held August 27, 2002, at 8 a.m., all members voted "AYE".



On motion of Commissioner Larsen seconded by Commissioner Dewes the Board, upon recommendation of the County Highway Engineer, accepts the quote of Lester Herness for installation of crash-tested mailbox supports on County Road 109, at a cost of \$99 per installation, to be paid from the Road and Bridge Fund, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board, upon recommendation of the Human Service Director, agrees to enter into the following Purchase of Service Agreements, and the Chairman and County Auditor are authorized to sign said Agreements, upon approval of the County Attorney, all members voted "AYE".

|                                                                       |                                  |
|-----------------------------------------------------------------------|----------------------------------|
| Darla & Shawn Armstrong                                               | Home & Community-Based Services  |
| Joni Bender/Gangestad                                                 | Home & Community-Based Services  |
| Lynn & Shelly Peterson, d/b/a Clark Lake Adult Foster Home            | Home & Community-Based Services  |
| Clark Lake Homes                                                      | Semi-independent Living Services |
| Steven Scholtes, d/b/a Gilbert Lake Foster Home                       | Home & Community-Based Services  |
| Grove Homes, Inc.                                                     | Home & Community-Based Services  |
| Heritage House of Bemidji, d/b/a Country Care Homes                   | Assisted Living Plus Services    |
| Life Support Services                                                 | Home & Community-Based Services  |
| Life Support Services                                                 | Semi-independent Living Services |
| Lutheran Social Service of Minnesota                                  | Home & Community-Based Services  |
| Lutheran Social Services                                              | Youth & Family Resource Services |
| Glen Milender                                                         | Home & Community-Based Services  |
| Oakridge Homes of Brainerd                                            | Home & Community-Based Services  |
| Oakridge Homes of Brainerd                                            | Semi-independent Living Services |
| REM - Central Lakes, Inc.                                             | Home & Community-Based Services  |
| Residential Care Partners                                             | Home & Community-Based Services  |
| Steven & Susan Lindstam, d/b/a Towering Pines Adult Foster Care, Inc. | Home & Community-Based Services  |

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board, upon recommendation of the Human Service Director, approves the Acknowledgment and Agreement by and between Volunteers of America and Crow Wing County, which acknowledges the Purchase of Service Agreement between Hennepin County Social Services and Volunteers of America for Children's Mental Health Services for the period from January 1, 2002, through December 31, 2002, and the Human Service Director is authorized to sign said Acknowledgment and Agreement on behalf of Crow Wing County, all members voted "AYE".

Commissioner Larsen was excused.

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board, upon recommendation of the Human Service Director, adopts the new fee scale for eligibility for social services funded through Title XX federal funds, effective July 1, 2002, all members voted "AYE".

Commissioner Sluss offered the following resolution and moved its adoption:

WHEREAS, on May 22, 2001, the Board of Commissioners adopted the Crow Wing County Social Services Policy and Procedure for the Limited English Proficiency Plan, effective June 1, 2001, and

WHEREAS, the Plan has been reviewed and a change was made removing a local staff person as a Spanish interpreter.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Crow Wing County, Minnesota, approves the above modification to the Plan.

Which resolution being seconded by Commissioner Tautges was duly adopted, all members voted "AYE".

ON MOTION OF COMMISSIONER SLUSS SECONDED BY COMMISSIONER TAUTGES THE FOLLOWING APPLICATION RECEIVED FAVORABLE CONSIDERATION FROM THE COUNTY TREASURER AND COUNTY AUDITOR AND WAS RECOMMENDED FOR APPROVAL, ALL MEMBERS VOTED "AYE".

| APPLICANT | DISTRICT | REAL ESTATE CODE | TAX | SETTLEMENT |
|-----------|----------|------------------|-----|------------|
|-----------|----------|------------------|-----|------------|

Settlement Application

|                  |        |                        |                        |
|------------------|--------|------------------------|------------------------|
| Martin Bjerkness | Crosby | (2002) 1110700090DB009 | Refund Penalty Charged |
|------------------|--------|------------------------|------------------------|

ON MOTION OF COMMISSIONER SLUSS SECONDED BY COMMISSIONER TAUTGES THE FOLLOWING APPLICATION RECEIVED FAVORABLE CONSIDERATION FROM THE COUNTY ASSESSOR, COUNTY TREASURER AND COUNTY AUDITOR AND WAS RECOMMENDED FOR APPROVAL, ALL MEMBERS VOTED "AYE".

Abatement Application

|               |                     |                 |          |        |
|---------------|---------------------|-----------------|----------|--------|
| Tax Forfeited | Breezy Point (2001) | 101480000330009 | \$ 38.37 | Cancel |
|               | Rabbit Lake (2001)  | 870324300000AA0 | \$ 35.98 | Cancel |

ON MOTION OF COMMISSIONER SLUSS SECONDED BY COMMISSIONER TAUTGES THE FOLLOWING APPLICATIONS RECEIVED FAVORABLE CONSIDERATION FROM THE COUNTY ASSESSOR AND COUNTY AUDITOR AND WERE RECOMMENDED FOR APPROVAL, ALL MEMBERS VOTED "AYE".

Abatement Applications

|                        |              |        |                 |                              |
|------------------------|--------------|--------|-----------------|------------------------------|
| Patrick Frericks       | First Assmt  | (2002) | 980101400A00009 | Refund Overpymt of \$ 150.09 |
| Thomas Heimerman       | Platte Lake  | (2002) | 860163300D70009 | Refund Overpymt of \$ 4.54   |
| First American RE Tax  | Various      | (2002) | Various         | Refund Overpymts \$1,977.04  |
| Jodi & Steven Morrison | Breezy Point | (2002) | 101740030140009 | Refund Overpymt of \$ 27.04  |
| Richard Swenson        | Brainerd     | (2002) | 091530010050009 | Refund Overpymt of \$ 280.19 |
| Transamerica RE Tax    | Various      | (2002) | Various         | Refund Overpymts \$1,118.14  |
| Wells Fargo RE Tax     | Various      | (2002) | Various         | Refund Overpymts \$4,479.91  |

Reduction in Value

|                                        |          |        |                 |           |        |
|----------------------------------------|----------|--------|-----------------|-----------|--------|
| Brainerd Regional Human Service Center | Brainerd | (2002) | 050291200A00009 | \$ 912.16 | Cancel |
|----------------------------------------|----------|--------|-----------------|-----------|--------|

Homestead Classifications

|                      |          |        |                 |             |             |
|----------------------|----------|--------|-----------------|-------------|-------------|
| Sally Jo Baumgartner | Ideal    | (2002) | 680271302BF0009 | \$ 4,338.90 | \$ 2,507.26 |
| Thomas Sundly        | Bay Lake | (2002) | 501420000280009 | \$ 716.06   | \$ 117.88   |
|                      | Bay Lake | (2002) | 501420000290009 | \$ 99.02    | \$ 31.14    |
|                      | Bay Lake | (2002) | 501420000300009 | \$ 99.02    | \$ 31.14    |
|                      | Bay Lake | (2002) | 501420000310009 | \$ 71.18    | \$ 22.40    |
|                      | Bay Lake | (2002) | 501420000320009 | \$ 71.18    | \$ 22.40    |

Disaster Credits

|                            |             |        |                 |             |             |
|----------------------------|-------------|--------|-----------------|-------------|-------------|
| Loren & Laura Beilke       | Baxter      | (2001) | 020122101A00009 | \$ 2,110.66 | \$ 1,905.00 |
| Gerald & Lesley Brustman   | Crosslake   | (2001) | 141170000100009 | \$ 2,310.16 | \$ 1,986.76 |
| Joyce Burgstaler           | 2nd Assmt   | (2001) | 580194004000009 | \$ 346.34   | \$ 297.64   |
| Robert & Marilyn Ensminger | Garrison T. | (2001) | 671180000050009 | \$ 481.84   | \$ 240.82   |
| Greg & Darrell Hicks       | Crosslake   | (2001) | 141770000240009 | \$ 1,525.96 | \$ 983.40   |
| Danny & Brenda Walberg     | Nisswa      | (2001) | 280101205CA0889 | \$ 1,111.46 | \$ 553.60   |

ON MOTION OF COMMISSIONER SLUSS SECONDED BY COMMISSIONER TAUTGES THE FOLLOWING APPEAL FOR ADJUSTMENT OF SOLID WASTE SERVICE CHARGE RECEIVED FAVORABLE CONSIDERATION FROM THE SOLID WASTE COORDINATOR AND COUNTY AUDITOR AND WAS RECOMMENDED FOR CANCELLATION, ALL MEMBERS VOTED "AYE".

| <u>APPLICANT</u>       | <u>DISTRICT</u> | <u>REAL ESTATE CODE</u> | <u>SOLID WASTE</u> | <u>SETTLEMENT</u> |
|------------------------|-----------------|-------------------------|--------------------|-------------------|
| US Army Reserve Center | Brainerd        | 050194000K00009         | \$ 15.00           | Cancel            |
|                        | Garrison C.     | 24101017009Z009         | \$ 15.00           | Cancel            |

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board agrees to renew the Work Activity Contract between Crow Wing County and Brainerd Regional Treatment Center, Quality Enterprises, to shred confidential material from July 1, 2002, to June 30, 2004, at the rate of \$.11 per pound, and the Chairman and County Auditor are authorized to sign said Contract, upon approval of the County Attorney, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board agrees to enter into a Shared Services/Income Contract between Crow Wing County and Brainerd Regional Human Services Center for maintenance and repair services for the Crow Wing County Detention Center from July 1, 2002, to June 30, 2003, and the Chairman and County Auditor are authorized to sign said Contract, upon approval of the County Attorney, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board supports the Minnesota Lawful Gambling Application of The Mission Township Firefighters' Relief Association for an Exempt Permit to be held September 22, 2002, at Cheeks Saloon, subject to approval of the Town of Mission, all State Laws and the applicant submitting a copy of reports required by the State, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Tautges the Board supports the Premises Permit Renewal Application of the Pine Center Sportsman Club for a Class B Premises Permit to be held at JR's Junction, subject to approval of the Town of Roosevelt, all State Laws and upon renewal of said Application, the applicant submitting a copy of reports required by the State, all members voted "AYE".

On motion of Commissioner Tautges seconded by Commissioner Sluss the Board approves the application of Clifford Saker, North Central Speedway, for a 3.2 Percent Malt Liquor License, as approved by the County Attorney, County Sheriff and Town of Crow Wing, subject to all State requirements and any delinquent taxes being paid and the County Auditor is authorized to issue said License, all members voted "AYE".

On motion of Commissioner Tautges seconded by Commissioner Sluss the Board approves the following renewal 3.2 Percent Malt Liquor License applications, as approved by the County Attorney, County Sheriff and appropriate Town Boards, subject to all State requirements and any delinquent taxes being paid and the County Auditor is authorized to issue said Licenses, all members voted "AYE".

|                      |                            |                  |        |
|----------------------|----------------------------|------------------|--------|
| Duane Hawkinson      | Ossipee Store              | Center           | Off    |
| Leslie & Kraig Seely | TJ's Riverside             | Perry Lake       | On     |
| Tempting Foods       | Tempting Foods, BIR        | First Assessment | On     |
|                      | Concessions                |                  |        |
| Laverne Thorson      | Cottage Inn/Thorson Market | Roosevelt        | On/Off |
| LeRoy Fasching       | St. Mathias Bar & Grill    | St. Mathias      | Off    |
| Gary & Laurie Rau    | Sunset Bay Resort          | Center           | On/Off |
| Mike Rodahl          | Checkered Flag Inc.        | First Assessment | Off    |

On motion of Commissioner Tautges seconded by Commissioner Sluss the Board approves the following renewal On Sale and Sunday Liquor License applications, as approved by the County Attorney, County Sheriff and appropriate Town Boards, subject to all State requirements and any delinquent taxes being paid, and the County Auditor is authorized to process said applications, all members voted "AYE", except Commissioner Ferrari abstained.

|                        |                         |             |
|------------------------|-------------------------|-------------|
| LeRoy Fasching         | St. Mathias Bar & Grill | St. Mathias |
| Richard E. Zontelli II | Headquarters Lodge      | Garrison    |
| Piney Ridge Lodge Inc. | Piney Ridge Lodge       | Ideal       |

On motion of Commissioner Tautges seconded by Commissioner Sluss the Board approves the following renewal Combination On Sale and Sunday and Off Sale Liquor License applications, as approved by the County Attorney, County Sheriff and appropriate Town Boards, subject to all State requirements and any delinquent taxes being paid, and the County Auditor is authorized to process said applications, all members voted "AYE", except Commissioner Ferrari abstained.

|                         |                          |             |
|-------------------------|--------------------------|-------------|
| J.R.'s Junction Inc.    | J.R.'s Junction          | Roosevelt   |
| Pelican Brook Ent. Inc. | Norway Ridge Supper Club | Ideal       |
| Bridge Tavern Inc.      | Bridge Tavern            | Perry Lake  |
| L & L Inc. of Crosby    | The Cabin                | Lake Edward |

On motion of Commissioner Tautges seconded by Commissioner Sluss the Board approves the application of Leslie and Kraig Seely, TJ's Riverside, for a renewal On Sale Wine License, as approved by the County Attorney, County Sheriff and Town of Perry Lake, subject to all State requirements and any delinquent taxes being paid, and the County Auditor is authorized to process said application, all members voted "AYE", except Commissioner Ferrari abstained.

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board, upon recommendation of the County Administrator, accepts the Labor Agreement between Crow Wing County and International Union of Operating Engineers, Local Number 49, AFL-CIO (Engineering & Maintenance Employees of the County Highway Department and Maintenance Employees of the County Lands & Forestry Department and Park Department), and the Chairman, County Auditor and County Administrator are authorized to sign said Agreement, effective January 1, 2002 through December 31, 2004; and further, the County Auditor is authorized to make payment of appropriate salary adjustments, retroactive to January 1, 2002, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Dewes the Board, upon recommendation of the County Administrator, accepts the Agreement between Crow Wing County and General Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees Local Union No. 346 (Sheriff's Department Supervisory Unit), and the Chairman, County Auditor and County Administrator are authorized to sign said Agreement, effective January 1, 2002 through December 31, 2004; and further, the County Auditor is authorized to make payment of appropriate salary adjustments, retroactive to January 1, 2002, all members voted "AYE".

On motion of Commissioner Sluss seconded by Commissioner Tautges the following bills were allowed, all members voted "AYE".

|                                      |                      |           |
|--------------------------------------|----------------------|-----------|
| A DAIGGER & COMPANY INC              | SUPPLIES             | \$550.44  |
| ACCT INC                             | REPAIR & MAINTENANCE | 1,334.89  |
| ACE HARDWARE                         | SUPPLIES             | 304.44    |
| ACTION GRAPHICS INC                  | SUPPLIES             | 111.83    |
| ADAMS/JUDY                           | TRAVEL               | 121.55    |
| AIRGAS SAFETY                        | SUPPLIES             | 5,011.13  |
| AITKIN COUNTY SHERIFF                | BOARD OF PRISONERS   | 636.00    |
| AMERICAN WELDING & STEEL SUPPLY INC  | SUPPLIES             | 100.94    |
| ARNOLD/MICHAEL                       | UNIFORMS             | 216.12    |
| ASSOCIATED CONSTRUCTION PUBLICATIONS | PUBLISHING           | 228.36    |
| AUTO VALUE (WEST)                    | SUPPLIES             | 290.14    |
| BEAVER/ANN                           | TRAVEL & MEETING     | 267.16    |
| BJERGAS FEED STORES                  | SUPPLIES             | 749.00    |
| BLAKEMAN/CHARLES                     | TRAVEL & MEETING     | 248.18    |
| BLANCK/HOWARD                        | TRAVEL & MEETING     | 218.61    |
| BOMBS AWAY INC                       | SUPPLIES             | 113.60    |
| BRAINERD DAILY DISPATCH              | PUBLISHING           | 4,410.82  |
| BRAINERD FIRE DEPARTMENT             | SUPPLIES             | 296.00    |
| BRAINERD LOCK & SAFE                 | REPAIR & MAINTENANCE | 278.83    |
| BRAINERD PUBLIC UTILITIES            | SERVICE              | 3,475.12  |
| BRAINERD RHSC MCN                    | SERVICE              | 14,402.57 |

BREMER BANK  
 BRITISH PETROLEUM  
 BROTHERS FIRE PROTECTION COMPANY  
 BUCKEYE BUSINESS PRODUCTS INC  
 BUDGET LIGHTING INC  
 CAR QUEST  
 CAREER CLOTHES  
 CARLETON-GILLEN/GWEN  
 CATES/DENNIS  
 CELLULAR ONE  
 CENTURY ELECTRIC INC  
 CHILDRENS HOSPITALS AND CLINICS  
 CHRISTOFFERSON/KAREN  
 CLOUD/CAROL  
 COMPUTER 1 TECHNOLOGY SOLUTION  
 CONTINENTAL SAFETY EQUIPMENT  
 COOPER/ROGER  
 CROSBY-IRONTON COURIER  
 CROW WING COUNTY HIGHWAY DEPARTMENT  
 CROW WING COUNTY SANITARY LANDFILL  
 CULLIGAN OF BRAINERD  
 CUYUNA REGIONAL MEDICAL CENTER  
 DAKOTAH PAPER COMPANY  
 DELL MARKETING L P  
 DEVRIES/JEANNE  
 DIAMOND VOGEL PAINT  
 DONDELINGER CHEVROLET CADILLAC TOYOTA  
 DOOR SERVICE OF BRAINERD  
 DPMS  
 DUDDING/JOSEPH  
 EAGLE POINT INC  
 ECHO PUBLISHING AND PRINTING INC  
 EGGERS/KEN  
 ENGINEERING REPRO SYSTEMS  
 ERC INC  
 EVERCOM SYSTEMS INC  
 FERGUS COUNTY SHERIFF  
 FIRST IMPRESSION PRINTING  
 FURSTENBERG/BETTY  
 G & K SERVICES  
 GILLMOR/JAN  
 GME CONSULTANTS INC  
 GOODIN COMPANY  
 GRIFFIN/RAY  
 GUNDERSON/SHERI  
 HASSKAMP/JOAN  
 HEARTLAND TIRE SERVICE  
 HENGEL READY MIX AND CONSTRUCTION INC  
 HILLYARD HUTCHINSON  
 HOLIDAY CREDIT OFFICE  
 HOLLINGSWORTH/CAROLYN  
 HONEYWELL INC  
 HOUGE/DOUG  
 ISLAND MUD LAKE ASSOCIATION  
 JIM HATCH SALES COMPANY INC  
 JORDAN/MICHELLE  
 KAR PRODUCTS  
 KAUFFMAN/KRISTINA  
 KELLY TEMPORARY SERVICES  
 KITTOCK/STACY  
 KLC INC  
 KOECHELER/MICHAEL  
 KRISS PREMIUM PRODUCTS INC  
 LAB SAFETY SUPPLY INC  
 LANDERS/ROGER  
 LARSON/VICKI  
 LAWSON PRODUCTS  
 LYNN PEAVEY COMPANY

|                               |           |
|-------------------------------|-----------|
| SERVICE                       | 122.05    |
| SUPPLIES                      | 127.54    |
| PROFESSIONAL FEE              | 750.00    |
| SUPPLIES                      | 219.29    |
| SUPPLIES                      | 501.24    |
| SUPPLIES                      | 835.80    |
| UNIFORMS                      | 1,826.37  |
| TRAVEL & EDUCATION            | 130.03    |
| TRAVEL                        | 183.96    |
| COMMUNICATION                 | 185.49    |
| REPAIR & MAINTENANCE          | 188.00    |
| SUPPLIES                      | 217.00    |
| TRAVEL & MEETING              | 140.88    |
| TRAVEL & MEETING              | 526.16    |
| REPAIR & MAINTENANCE          | 625.80    |
| SUPPLIES                      | 3,800.30  |
| TRAVEL & MEETING              | 148.18    |
| PUBLISHING                    | 344.20    |
| CAPITAL EXPEND/REPAIR & MAINT | 49,317.30 |
| SERVICE                       | 715.43    |
| SUPPLIES                      | 221.46    |
| PROFESSIONAL FEE              | 150.00    |
| SUPPLIES                      | 113.71    |
| CAPITAL EXPENDITURE           | 3,818.08  |
| TRAVEL & MEETING              | 205.27    |
| SUPPLIES                      | 1,132.63  |
| SUPPLIES                      | 293.97    |
| SUPPLIES                      | 210.43    |
| REPAIR & MAINTENANCE          | 170.00    |
| PROFESSIONAL FEE              | 139.00    |
| SERVICE AGREEMENT             | 525.00    |
| PUBLISHING                    | 452.30    |
| TRAVEL & MEETING              | 129.28    |
| SUPPLIES                      | 240.54    |
| SUPPLIES                      | 950.00    |
| SUPPLIES                      | 2,800.00  |
| BOARD OF PRISONERS            | 171.00    |
| SUPPLIES                      | 175.77    |
| MEETING                       | 164.43    |
| SERVICE                       | 110.08    |
| TRAVEL                        | 102.77    |
| PROFESSIONAL FEE              | 7,998.84  |
| SUPPLIES                      | 164.54    |
| TRAVEL & MEETING              | 124.82    |
| EDUCATION                     | 108.74    |
| EDUCATION                     | 281.85    |
| SUPPLIES                      | 1,510.88  |
| SUPPLIES                      | 113.59    |
| SUPPLIES                      | 780.57    |
| VEHICLE EXPENSE               | 615.14    |
| TRAVEL & MEETING              | 109.22    |
| REPAIR & MAINTENANCE          | 36,888.96 |
| TRAVEL & MEETING              | 182.12    |
| GRANT AGREEMENT               | 1,600.00  |
| SUPPLIES                      | 661.22    |
| TRAVEL                        | 174.11    |
| SUPPLIES                      | 733.39    |
| EDUCATION                     | 269.80    |
| SERVICE AGREEMENT             | 3,074.20  |
| TRAVEL                        | 100.75    |
| RIGHT-OF-WAY                  | 19,000.00 |
| TRAVEL & MEETING              | 140.48    |
| SUPPLIES                      | 518.87    |
| SUPPLIES                      | 5,205.83  |
| TRAVEL & MEETING              | 241.97    |
| TRAVEL                        | 133.23    |
| SUPPLIES                      | 201.74    |
| SUPPLIES                      | 119.75    |

|                                        |                      |           |
|----------------------------------------|----------------------|-----------|
| M R SIGN COMPANY INC                   | SUPPLIES             | 2,902.44  |
| MAATTALA/JOHN                          | MEETING              | 100.57    |
| MARCO BUSINESS PRODUCTS                | CAPITAL EXPENDITURE  | 2,780.61  |
| MAROHN JR/ROBERT                       | TRAVEL               | 150.00    |
| MARTYS ENGRAVING SERVICE               | SUPPLIES             | 100.40    |
| MEDTOX LABORATORIES INC                | PROFESSIONAL FEE     | 1,048.00  |
| MEGA POWER OF MINNESOTA                | SUPPLIES             | 178.92    |
| MELD                                   | SUPPLIES             | 146.50    |
| MEYER/JOSEPH                           | MEETING & LICENSE    | 194.15    |
| MID-AMERICAN RESEARCH CHEMICAL CORP    | SUPPLIES             | 421.63    |
| MIDWEST FORENSIC PATHOLOGY PA          | PROFESSIONAL FEE     | 60,800.00 |
| MILES/IONE                             | TRAVEL & EDUCATION   | 120.23    |
| MILLS MOTOR INC                        | SUPPLIES             | 1,667.66  |
| MINNESOTA DEPT OF ECONOMIC SECURITY    | EDUCATION            | 150.00    |
| MINNESOTA POWER                        | UTILITIES            | 2,250.91  |
| MINNESOTA SCHOOL OF DIVING             | REPAIR & MAINTENANCE | 253.76    |
| MN COUNTY AUDITORS ASSOCIATION         | REGISTRATION FEE     | 150.00    |
| MOE/TIM                                | TRAVEL & MEETING     | 183.76    |
| MORRIS/DOUGLAS                         | MEETING              | 100.57    |
| NISSWA SANITATION                      | UTILITIES            | 1,060.45  |
| NORTH AMBULANCE BRAINERD               | SUPPLIES             | 120.96    |
| NORTH MEDICAL TRANSPORTATAION          | PROFESSIONAL FEE     | 974.15    |
| NORTHWOOD TURF & POWER                 | SUPPLIES             | 420.72    |
| NORWOOD CONTRACTING AND TREE FARM      | SERVICE              | 4,375.00  |
| OASIS EXPRESS                          | VEHICLE EXPENSE      | 965.99    |
| OFFICE OUTFITTERS                      | SUPPLIES             | 855.20    |
| OFFICE SHOP                            | SUPPLIES             | 5,803.71  |
| OSWALD PUBLISHING COMPANY              | SUPPLIES             | 319.54    |
| OWEN/JACKIE                            | TRAVEL & MEETING     | 292.85    |
| PAMECO DULUTH                          | SUPPLIES             | 598.05    |
| PRIMED N PAINTED                       | EDUCATION            | 375.00    |
| PRO STAFF                              | SERVICE AGREEMENT    | 378.00    |
| PRODUCTIVE ALTERNATIVES                | SERVICE AGREEMENT    | 460.00    |
| PROGRESSIVE CONSULTING ENGINEERS INC   | PROFESSIONAL FEE     | 8,925.00  |
| QUILL CORPORATION                      | SUPPLIES             | 356.83    |
| QWEST                                  | COMMUNICATION        | 2,358.95  |
| R W BECK & ASSOCIATES                  | PROFESSIONAL FEE     | 19,232.82 |
| RADCO INDUSTRIES                       | SUPPLIES             | 372.70    |
| RAY ALLEN MANUFACTURING COMPANY INC    | SUPPLIES             | 167.95    |
| RELIANT ENERGY MINNEGASCO              | UTILITIES            | 1,155.32  |
| RITTENHOUSE/ROBERT                     | TRAVEL               | 200.00    |
| ROGGENKAMP/IVAN                        | TRAVEL & MEETING     | 153.85    |
| ROUND LAKE IMPROVEMENT ASSOCIATION     | GRANT AGREEMENT      | 800.00    |
| SCHUBERT/KRIS                          | TRAVEL & MEETING     | 231.74    |
| SELECTACCOUNT                          | ADMINISTRATIVE FEE   | 2,068.50  |
| SIMONSON LUMBER                        | SUPPLIES             | 453.14    |
| ST JOSEPHS EQUIPMENT INC               | SUPPLIES             | 281.67    |
| STATE SUPPLY COMPANY                   | SUPPLIES             | 567.30    |
| STRATEGIC TECHNOLOGIES INC             | SUPPLIES             | 541.00    |
| THELEN HEATING & ROOFING INC           | REPAIR & MAINTENANCE | 71,280.00 |
| THOMPSON/LORI                          | TRAVEL & SUPPLIES    | 212.12    |
| THRIFTY WHITE STORES                   | PROFESSIONAL FEE     | 2,127.11  |
| TOWN OF IDEAL                          | GRANT AGREEMENT      | 14,075.12 |
| TRIANGLE OIL COMPANY                   | VEHICLE EXPENSE      | 9,156.90  |
| TULENCHIK/JONI                         | SERVICE AGREEMENT    | 1,986.44  |
| U S BANK                               | SERVICE              | 625.00    |
| U S LINK                               | COMMUNICATION        | 364.29    |
| ULTRAMAX AMMUNITION                    | SUPPLIES             | 714.00    |
| VERKENNES/MARY KAY                     | PROFESSIONAL FEE     | 212.20    |
| WABY/DICK                              | TRAVEL               | 233.60    |
| WABY/STELLA                            | TRAVEL               | 233.60    |
| WALLSCHLAEGER/JACK                     | TRAVEL & MEETING     | 306.58    |
| WEISINGER/ANN                          | TRAVEL & MEETING     | 100.84    |
| WEST PUBLISHING                        | SUPPLIES             | 381.48    |
| WETZELS AUTO SERVICE CENTER            | REPAIR & MAINTENANCE | 331.41    |
| WHITEFISH AREA PROPERTY OWNERS ASSOC   | GRANT AGREEMENT      | 5,000.00  |
| WIDSETH SMITH NOLTING & ASSOCIATES INC | PROFESSIONAL FEE     | 27,918.90 |
| WUSSOW/KAREN                           | EDUCATION            | 110.87    |

|                                         |     |                     |            |
|-----------------------------------------|-----|---------------------|------------|
| ZIEGLER INC                             |     | SUPPLIES            | 1,419.84   |
| ANDERSON BROTHERS CONSTRUCTION COMPANY  |     | PROFESSIONAL FEE    | 107,135.99 |
| BLANCK/DUANE                            |     | TRAVEL & MEETING    | 1,577.29   |
| CENTRAL SPECIALTIES INC                 |     | PROFESSIONAL FEE    | 499,880.50 |
| LARSEN/ED                               |     | TRAVEL & MEETING    | 370.42     |
| MINNESOTA DEPARTMENT OF ADMINISTRATION  |     | CONTRACT AGREEMENT  | 530.00     |
| TOTAL NUMBER CLAIMS NOT EXCEEDING \$100 | 171 | TOTAL DOLLAR AMOUNT | 6,172.28   |

On motion the Board adjourned to July 9, 2002.

  
 JOHN R. FERRARI, CHAIRMAN  
 BOARD OF COUNTY COMMISSIONERS  
 CROW WING COUNTY, MINNESOTA

  
 R. A. LUUKKONEN, COUNTY AUDITOR  
 CROW WING COUNTY, MINNESOTA

# MEMO

**To:** Council President Lucy Nesheim

**From:** Finance Director Theresa Goble

**Date:** 1/3/2002

**Re:** Airport Funding

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In response to your questions regarding airport funding, you are correct in the fact that City residents only paid 50% of the last airport bond referendum from 1979. The County residents paid the other 50% and City residents were exempt from the County's 50% levy.

However, City residents are not exempt from the County's General Fund annual appropriation to the Airport. Therefore, because City residents pay a portion of the County's General Fund levy, their actual share of airport general operations appropriation is slightly more than 50% of the total allocations.

I'm attaching a copy of the agreement between the City and County regarding the 1979 bond issue. This specifically details that "the taxpayers of the City of Brainerd shall pay 50 percent of said bond indebtedness and the taxpayers of the county of Crow Wing, excluding therefrom the taxpayers of the City of Brainerd, shall pay 50 percent of said bond indebtedness."

If you have any further questions, please don't hesitate to contact me.

Cc: Mayor and Council

City Administrator Dan Vogt

Airport Manager Steve Sievek

AT,  
B

City Hall  
501 Laurel Street  
Brainerd, Minnesota 56401

April 18, 1991



Alderwoman Lucy Nesheim  
722 South 6 Street  
Brainerd, MN 56401

Re: Airport Funding

Dear Lucy:

At the April 15th Council meeting, you requested information regarding City and County funding of the airport operations. The following are the amounts of appropriations to the airport from the City and County since 1985:

|                                      |      | <u>City</u> | <u>County</u> |      | <u>City</u> | <u>County</u> |
|--------------------------------------|------|-------------|---------------|------|-------------|---------------|
| City Administrator<br>(218) 828-2307 | 1985 | \$18,000    | 20,500        | 1989 | \$56,000    | 60,000        |
|                                      | 1986 | 27,000      | 29,500        | 1990 | 83,333      | 85,833        |
|                                      | 1987 | 37,000      | 39,500        | 1991 | 85,874      | 88,374        |
|                                      | 1988 | 52,728      | 55,228        |      |             |               |

City Attorney  
502 Laurel Street  
(218) 828-2311

City Engineer  
(218) 828-2309

Chief of Police  
Law Enforcement Center  
304 Laurel Street  
(218) 828-2805

Fire Chief  
Fire Station  
23 Laurel Street  
(218) 828-2312

City Planner  
(218) 828-2309

Director of Parks and Recreation  
(218) 828-2309

Water & Light Secretary  
(218) 828-2309

Water & Light Superintendent  
104 Laurel Street  
(218) 828-2309

Equal  
Opportunity  
Employee

The County contribute's the extra \$2500 per year because the City does all the bookkeeping, and prior to 1989, all the secretarial work for the airport. That \$2500 is escrowed towards any legal costs the airport may incur. The balance in that account as of April 18th is \$10,479.65.

The above appropriations are part of the City and County's General Fund levy. Taxpayers in the City of Brainerd are assessed for the City's General Fund and also again for the County's General Fund.

Simplistically, if the \$85,874 was spread over the City's approximately 10,000 population, it would equal \$8.59 each and if the \$88,374 was spread over the County's approximately 40,000 population, it would equal \$2.21 each. So a City taxpayer has to pay the \$8.59 for the City's levy plus \$2.21 for the County's levy or approximately fives times more than a County taxpayer for general airport appropriations. However, you realize that the actual formula is much more complicated using classifications, market values, aids, etc. and the above not entirely accurate - I only wanted to set forth the perception.



Alderwoman Lucy Nesheim  
April 18, 1991  
Page 2

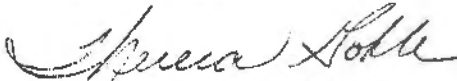
The 1979 airport referendum levy is split 50/50 as per the attached agreement. The City's bond rate is .532 as compared to .141 for the County's bond rate, so Brainerd residents pay about 4 times more for their 50% levy as compared to County taxpayers because of the larger tax base in the County.

In 1987, 1988 and 1989, the Commission explored the concept of establishing an Airport Authority, which takes special legislation. The Authority would encompass those areas in Cass County that utilize the airport services but pay nothing towards its operations, such as East Gull Lake, Lake Shore, Pillager, Fairview Township, and Sylvan Township. Senator Samuelson introduced legislation in 1988 that would have authorized creation of a Brainerd Regional Airport Authority. However, the Commission decided to table asking for further action on an airport authority pending completion of its Master Plan Update Project, which is near completion.

I am also enclosing for your information an airport authority fact sheet prepared in 1989 using 1988 assessed values, a copy of a 1989 newspaper article on the airport authority plan, and a copy of Chairman Campbell's letter to the County Board dated January 16, 1990.

If I can be of any further help, please let me know.

Sincerely,



Theresa A. Goble  
Deputy City Clerk

Enc.

cc: City Administrator Vogt  
Mayor and Council  
Chairman Marvin Campbell  
Airport Director Puckropp

# PROPOSED AIRPORT AUTHORITY FACT SHEET

1989

Fairview Township, Lake Shore, Pillager and Brainerd City Councils passed resolutions in support of the Airport Authority legislation.

TAX IMPACT (Based on proposed 3/4 Mill & 1988 Assessed Value)

## Brainerd Residential Homestead:

|                           |                            |
|---------------------------|----------------------------|
| Market Value of \$50,000  | \$ 2.93 tax for authority  |
| Market Value of \$80,000  | \$ 11.10 tax for authority |
| Market Value of \$100,000 | \$ 15.15 tax for authority |

## Brainerd Commercial Property:

|                           |                            |
|---------------------------|----------------------------|
| Market Value of \$150,000 | \$ 20.81 tax for authority |
|---------------------------|----------------------------|

## Crow Wing County Farm Homestead:

|                           |                           |
|---------------------------|---------------------------|
| Market Value of \$50,000  | \$ 2.24 tax for authority |
| Market Value of \$80,000  | \$ 3.29 tax for authority |
| Market Value of \$100,000 | \$ 4.09 tax for authority |

## Nisswa Seasonal Property:

|                           |                            |
|---------------------------|----------------------------|
| Market Value of \$50,000  | \$ 7.87 tax for authority  |
| Market Value of \$75,000  | \$ 11.81 tax for authority |
| Market Value of \$100,000 | \$ 15.75 tax for authority |

## AMOUNT OF REVENUE FROM TAX LEVY:

Based on 3/4 proposed mill rate (.608% of gross tax capacity) and 1988 gross tax capacity.

|                        | Gross Tax Capacity | Maximum Levy | * Present spending level applied |
|------------------------|--------------------|--------------|----------------------------------|
| City of Brainerd       | \$ 6,221,728       | \$ 37,828    | \$ 17,070                        |
| Rest of Crow Wing Co.  | \$ 31,580,073      | \$ 192,006   | \$ 86,641                        |
| City of East Gull Lake | \$ 1,517,005       | \$ 9,223     | \$ 4,162                         |
| City of Lake Shore     | \$ 1,424,367       | \$ 8,660     | \$ 3,908                         |
| City of Pillager       | \$ 96,797          | \$ 588       | \$ 265                           |
| Fairview Township      | \$ 662,049         | \$ 3,782     | \$ 1,708                         |
| Sylvan Township        | \$ 818,652         | \$ 4,977     | \$ 2,246                         |
| TOTAL                  |                    | \$ 257,064   | \$116,000                        |

\* The present (1989 Budgeted) spending level is now appropriated as follows: \$56,000 from the City of Brainerd and \$60,000 from Crow Wing County.

C O V E R

FAX

S H E E T

**To:** Mark O'Day  
**Fax #:** 828-9212  
**Subject:** Airport Funding  
**Date:** October 26, 1998  
**Pages:** 9 ~~1~~, including this cover sheet.

**COMMENTS:**

The General Fund appropriation that goes to the Airport from the City and County for general operations is a sort of "double" taxation for City of Brainerd residents. Because, taxpayers in the City of Brainerd are assessed for the City's General Fund and also again for the County's General Fund. That amount in 1998 is \$101,752. The amount proposed for 1999 is \$104,853.

The 1979 Airport GO Bonds were a 50/50 split between the City and the County. But there are fewer City residents picking up the City's 50% than there are County residents who are picking up the County's 50% amount. This bond issue will be paid off in the year 2000.

I am also sending you some information I sent Lucy back in 1991. If you have any more questions, please call.

From the desk of...

Theresa Goble  
Finance Director  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

(218) 828-2307  
Fax: (218) 828-2316