



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, October 16, 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 319 6438

Personnel and Finance Committee at 7:15 PM - Meeting Access Code: 2483 309 3207

Safety and Public Works Committee at 6:45 PM - Meeting Access Code: 2488 770 8882

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. **Discussion Items**

4. **Pledge of Allegiance**

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

6. **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. **Minnesota Lawful Gambling Application- Exempt Permit Submitted by the Brainerd Area Hockey Association for an Event to be held on February 24th, 2024 at Essentia Health Sports Center 502 Jackson Street**

F. **Temporary On-Sale License Submitted by Jackpine Brewery for an Event to be held on October 24, 2023 at 2011 S 6th Street.**

- G. **Adopt Resolution Accepting 3rd Quarter Donations**
- H. **Resolution Adopting Policies and Plans for Small Communities Development Program (SCDP)
Grant No. CDAP-23-0018-O-FY23**
- 7. **Presentations**
 - A. **Presentation of Sanitary and Storm Sewer Rate Study**
- 8. **Council Committee Reports**
 - A. **Safety & Public Works Committee**
 - 1. Approve Event/Street Closure Application - Turkey Trot 5K
 - 2. Approve Final Pay Request - Improvement 19-02 Cuyuna Lakes State Trail - West Segment
 - 3. Approve Final Pay Request - Historic Water Tower Phase I
 - 4. Approve SEH Amendment - TH 371B/Willow Street Roundabout
 - 5. Review Classification of Non-Conservation Tax Forfeit Parcel
 - 6. Approve Easements, Plans and Specifications and Authorize Bidding - Imp 21-15 Buffalo Hills Gully Remediation
 - 7. Authorize Staff to Apply for Safe Routes to School Grant for Lowell Elementary
 - 8. Authorize Staff to Submit Transportation Alternatives Grant Application - TH 210/Lum Park Pedestrian Bridge
 - 9. Direction on Active Code Enforcement Cases
 - B. **Personnel & Finance Committee**
 - 1. Authorize Signatures and Enter Into School Resource Officer Services Agreement
 - 2. 2024 Budget - Discussion on Number of Sworn Officers
 - 3. Accept the Resignation of Administrative Specialist Brittney Tollefson
 - 4. Consider Approval of Environmental Resources Technician Position
 - 5. Authorize Submission of State of Minnesota - Office of the Attorney General Nonprofit/Charity Complaint Form
- 9. **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)
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. **Adopt a Resolution Awarding the Sale of General Obligation Bonds, Series 2023A; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment**
 - C. **Adopt Resolution for Assessment - 2022-2023 Nuisance Abatement and 2022-2023 Downtown Special Services District**
 - D. **Adopt Resolution Adopting Assessment Improvement 21-12 North Brainerd Reconstruction Project**
 - E. **Adopt Resolution Adopting Assessment for Improvement 21-10 Greenwood Street Reconstruction**
 - F. **Final Reading and Public Hearing - Proposed Ordinance No. 1559 - Off-Street Parking and Outdoor Storage**
 - G. **Final 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**
10. **New Business**
11. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Council -
Time limits may be imposed
12. **Staff Reports**
(Verbal: Any Updates since Packet)
13. **Mayor's Report**
14. **Council Member Reports**
15. **Adjourn**
- A. **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 and IUOE Local No. 49 Unions**

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

MISSION

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

10/05/2023 10:10 AM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 09/01/2023 - 09/30/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
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Vendor 0319 - BAKER TILLY MUNICIPAL ADVISORS, LLC:

BTMA18148

79205	BAKER TILLY MUNICIPAL ADVISORS, LLC	08/01/2023	09/06/2023	4,875.00	0.00	Paid	Y 09/06/2023
	2022 CONTINUING DISCLOSURE SERVICES pziemer						
	101-0000-14100 DUE FROM COMPONENT UNIT			2,493.75			
	101-9200-43300 PROFESSIONAL SERVICES			1,800.86			
	237-3190-43300 PROFESSIONAL SERVICES			355.39			
	238-3160-43300 PROFESSIONAL SERVICES			225.00			
	Total for vendor 0319 - BAKER TILLY MUNICIPAL ADVISORS, LLC:			4,875.00	0.00		

Vendor 1343 - CHARTER COMMUNICATIONS:

0280094091223

79385	CHARTER COMMUNICATIONS	09/12/2023	09/25/2023	118.93	0.00	Paid	Y 09/25/2023
	REDUNDANT INTERNET 9/12/23-10/11/23 pziemer						
	101-1800-43321 TELEPHONE			118.93			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			118.93	0.00		

# of Invoices:	2	# Due:	0	Totals:	4,993.93	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					4,993.93	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	2,493.75
101-1800-43321	TELEPHONE	118.93
101-9200-43300	PROFESSIONAL SERVICES	1,800.86
237-3190-43300	PROFESSIONAL SERVICES	355.39
238-3160-43300	PROFESSIONAL SERVICES	225.00

--- TOTALS BY FUND ---

101 - GENERAL FUND	4,413.54	0.00
237 - SANITARY SEWER FUND	355.39	0.00
238 - STORM SEWER FUND	225.00	0.00

--- TOTALS BY DEPT/ACTIVITY ---

0000 -	2,493.75	0.00
1800 - IT/GIS	118.93	0.00
3160 - STORM SEWER EXPENSE	225.00	0.00
3190 - SANITARY SEWER EXPENSE	355.39	0.00
9200 - CITY-WIDE	1,800.86	0.00

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0011 - ACE HARDWARE:							
318883/1 79639	ACE HARDWARE REPLACEMENT WORK GLOVES 237-3190-42220	10/04/2023 pziemer REPAIR & MAINT	10/18/2023	12.99 12.99	12.99	Open	N 10/18/2023
318772/1 79664	ACE HARDWARE KEY RING 225-2120-42210	09/29/2023 pziemer OPERATING SUPPLIES	10/18/2023	0.89 0.89	0.89	Open	N 10/18/2023
318994/1 79718	ACE HARDWARE 4 INCH PVC CAP 237-3190-42220	10/09/2023 pziemer REPAIR & MAINT	10/18/2023	15.29 15.29	15.29	Open	N 10/18/2023
318977/1 79719	ACE HARDWARE GREASE ZIRKS 235-3100-42220	10/09/2023 pziemer REPAIR & MAINT	10/18/2023	26.97 26.97	26.97	Open	N 10/18/2023
319045/1 79754	ACE HARDWARE PD FIREARM SUPPLIES 225-2120-41113	10/11/2023 pziemer UNIFORM ALLOWANCE	10/18/2023	64.97 64.97	64.97	Open	N 10/18/2023
318885/1 79761	ACE HARDWARE SQUAREHEAD PLUG 230-5200-42220	10/04/2023 pziemer REPAIR & MAINT	10/18/2023	2.69 2.69	2.69	Open	N 10/18/2023
319103/1 79766	ACE HARDWARE BATTERIES - CH SOAP DISPENSERS 101-1940-42220	10/12/2023 pziemer REPAIR & MAINT	10/18/2023	25.16 25.16	25.16	Open	N 10/18/2023
319092/1 79767	ACE HARDWARE LUM PARK SAN/SWR CASING 237-3190-42220	10/12/2023 pziemer REPAIR & MAINT	10/18/2023	21.57 21.57	21.57	Open	N 10/18/2023
319104/1 79768	ACE HARDWARE LUM PARK SAN/SWR EXTENSIONS 237-3190-42220	10/12/2023 pziemer REPAIR & MAINT	10/18/2023	43.15 43.15	43.15	Open	N 10/18/2023
Total for vendor 0011 - ACE HARDWARE:				213.68	213.68		

Vendor 2902 - ADVANCE AUTO PARTS:

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
6574328322633 79720	ADVANCE AUTO PARTS TRUCK 108 HYDRAULIC FILTER 235-3100-42220	10/10/2023 pziemer	10/18/2023	53.19 53.19	53.19	Open	N 10/18/2023
	REPAIR & MAINT			53.19			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			53.19	53.19		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
09628478 79656	AMERICAN WELDING-GAS INC WELDING GAS CYLINDER RENTAL 235-3100-43410	09/30/2023 pziemer	10/18/2023	80.72 80.72	80.72	Open	N 10/18/2023
	RENTAL EXPENSE			80.72			
	Total for vendor 2846 - AMERICAN WELDING-GAS INC:			80.72	80.72		
Vendor 0041 - ANDERSON BROTHERS CONSTRU:							
33502 79658	ANDERSON BROTHERS CONSTRU 23:03 - 2023 STREET PATCHING 401-9030-45530-23:03	09/21/2023 pziemer	10/18/2023	49,023.00 49,023.00	49,023.00	Open	N 10/18/2023
	CAPITAL-PYMTS TO CONTRACTS			49,023.00			
	Total for vendor 0041 - ANDERSON BROTHERS CONSTRU:			49,023.00	49,023.00		
Vendor 0039 - ARAMARK UNIFORM SERVICES:							
2530190120 79646	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	09/28/2023 pziemer	10/18/2023	76.56 76.56	76.56	Open	N 10/18/2023
	MISCELLANEOUS			76.56			
2530192640 79708	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	10/05/2023 pziemer	10/18/2023	53.27 53.27	53.27	Open	N 10/18/2023
	MISCELLANEOUS			53.27			
	Total for vendor 0039 - ARAMARK UNIFORM SERVICES:			129.83	129.83		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
23.09301 79665	ASL INTERPRETING SERVICES INC INTERPRETING SERVICES 225-2120-43300	09/01/2023 pziemer	10/18/2023	20.00 20.00	20.00	Open	N 10/18/2023
	PROFESSIONAL SERVICES			20.00			
	Total for vendor 3859 - ASL INTERPRETING SERVICES INC:			20.00	20.00		
Vendor 0944 - ASPEN MILLS:							
320089 79629	ASPEN MILLS HOLMES UNIFORM	09/22/2023 pziemer	10/18/2023	401.68	401.68	Open	N 10/18/2023

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	225-2220-41113	UNIFORM ALLOWANCE		401.68			
320197 79630	ASPEN MILLS HOLMSTROM ROSIER UNIFORM 225-2220-41113	09/25/2023 pziemer UNIFORM ALLOWANCE	10/18/2023	481.13 481.13	481.13	Open	N 10/18/2023
320184 79631	ASPEN MILLS ANDERSON UNIFORM 225-2220-41113	09/25/2023 pziemer UNIFORM ALLOWANCE	10/18/2023	434.83 434.83	434.83	Open	N 10/18/2023
320570 79700	ASPEN MILLS HOLMES UNIFORM 225-2220-41113	10/02/2023 pziemer UNIFORM ALLOWANCE	10/18/2023	42.36 42.36	42.36	Open	N 10/18/2023
	Total for vendor 0944 - ASPEN MILLS:			1,360.00	1,360.00		
Vendor 0745 - BATTERIES PLUS:							
P66205353 79666	BATTERIES PLUS AAA BATTERIES 225-2120-42210	09/29/2023 pziemer OPERATING SUPPLIES	10/18/2023	11.99 11.99	11.99	Open	N 10/18/2023
	Total for vendor 0745 - BATTERIES PLUS:			11.99	11.99		
Vendor 4022 - BERGMAN, JENNIFER:							
10/6/23 79737	BERGMAN, JENNIFER LMC MEDIATION TRNG - EXPENSE REIMB. 101-1400-43330	10/06/2023 pziemer PROFESSIONAL DEVELOPMENT	10/18/2023	422.92 422.92	422.92	Open	N 10/18/2023
	Total for vendor 4022 - BERGMAN, JENNIFER:			422.92	422.92		
Vendor 0748 - BJERGA FEED STORES:							
1389148 79762	BJERGA FEED STORES STRAW FOR FLOWERBEDS 230-5280-42220	10/09/2023 pziemer REPAIR & MAINT	10/18/2023	15.00 15.00	15.00	Open	N 10/18/2023
	Total for vendor 0748 - BJERGA FEED STORES:			15.00	15.00		
Vendor 4076 - BOSER, BRITTNEY:							
10/12/23 79760	BOSER, BRITTNEY MN SHRM CONF. REIMBURSEMENTS 101-1400-43330	10/12/2023 pziemer PROFESSIONAL DEVELOPMENT	10/18/2023	170.61 170.61	170.61	Open	N 10/18/2023
	Total for vendor 4076 - BOSER, BRITTNEY:			170.61	170.61		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0749 - BRAINERD LAKES SEWER, LLC:							
8311 79640	BRAINERD LAKES SEWER, LLC	09/30/2023	10/18/2023	380.00	380.00	Open	N 10/18/2023
	SATELLITE RENTALS - PARKS	pziemer					
	230-5200-43410	RENTAL EXPENSE		110.00			
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5200-43410	RENTAL EXPENSE		135.00			
	Total for vendor 0749 - BRAINERD LAKES SEWER, LLC:			380.00	380.00		
Vendor 0081 - BRAINERD MEDICAL SUPPLY:							
74,257 79667	BRAINERD MEDICAL SUPPLY	10/03/2023	10/18/2023	14.99	14.99	Open	N 10/18/2023
	FIRST AID & SAFETY SUPPLIES	pziemer					
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		14.99			
	Total for vendor 0081 - BRAINERD MEDICAL SUPPLY:			14.99	14.99		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
10/11/23 79751	BRAINERD PUBLIC UTILITIES	10/11/2023	10/18/2023	131,862.62	131,862.62	Open	N 10/18/2023
	REMIT LOST THRU 10/10/23	pziemer					
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		131,862.62			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			131,862.62	131,862.62		
Vendor 4209 - CALLTOWER:							
201657039 79704	CALLTOWER	10/01/2023	10/18/2023	352.67	352.67	Open	N 10/18/2023
	CALLTOWER 10/1/23-10/31/23	pziemer					
	101-1800-43321	TELEPHONE		352.67			
	Total for vendor 4209 - CALLTOWER:			352.67	352.67		
Vendor 0102 - CANON FINANCIAL SERVICE:							
31280470 79654	CANON FINANCIAL SERVICE	09/22/2023	10/18/2023	19.73	19.73	Open	N 10/18/2023
	10/1/23-10/31/23 COPIER CONTRACT	pziemer					
	211-5505-43430	MISC - COPY MACHINE PYMTS		19.73			
31281674 79672	CANON FINANCIAL SERVICE	09/23/2023	10/18/2023	77.97	77.97	Open	N 10/18/2023
	COPIER CONTRACT 10/1/23-10/31/23	pziemer					
	211-5505-43430	MISC - COPY MACHINE PYMTS		77.97			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			97.70	97.70		
Vendor 1742 - CGMC:							

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2024 79659	CGMC 2024 CGMC GENERAL DUES ASSESSMENT 101-9200-43430	09/01/2023 pziemer	10/18/2023	32,032.00	32,032.00	Open	N 10/18/2023
	MISCELLANEOUS			32,032.00			
	Total for vendor 1742 - CGMC:			32,032.00	32,032.00		

Vendor 2220 - CITIES DIGITAL:

57864 79663	CITIES DIGITAL LASERFICHE ANNUAL SUPPORT/UPDATES 11/pziemer 101-1800-43309 101-0000-15500 101-0000-14100	09/01/2023 pziemer	10/18/2023	5,643.00	5,643.00	Open	N 10/18/2023
	COMPUTER SUPPORT			653.83			
	PREPAID EXPENSE			3,269.17			
	DUE FROM COMPONENT UNIT			1,720.00			
	Total for vendor 2220 - CITIES DIGITAL:			5,643.00	5,643.00		

Vendor 0122 - COMMUNITY ACTION:

OCT 2023 79713	COMMUNITY ACTION OCTOBER 23 LEVY PAYMENT 101-9200-43460	10/06/2023 pziemer	10/18/2023	7,819.75	7,819.75	Open	N 10/18/2023
	REMIT COMMUNITY ACTION LEVY			7,819.75			
	Total for vendor 0122 - COMMUNITY ACTION:			7,819.75	7,819.75		

Vendor 4187 - CROSSLAKE VETERINARY HOSPITAL:

151487 79757	CROSSLAKE VETERINARY HOSPITAL EMERGENCY VET SERVICES - ON CALL VET pziemer 225-2700-43430	10/04/2023 pziemer	10/18/2023	300.00	300.00	Open	N 10/18/2023
	MISCELLANEOUS			300.00			
	Total for vendor 4187 - CROSSLAKE VETERINARY HOSPITAL:			300.00	300.00		

Vendor 0552 - CRYSTAL CLEANERS:

70721 79706	CRYSTAL CLEANERS 725 - SEW ON UNIFORM PATCH 225-2120-41113	10/01/2023 pziemer	10/18/2023	7.50	7.50	Open	N 10/18/2023
	UNIFORM ALLOWANCE			7.50			
70843 79707	CRYSTAL CLEANERS 705 - SEW ON UNIFORM PATCH 225-2120-41113	10/01/2023 pziemer	10/18/2023	10.00	10.00	Open	N 10/18/2023
	UNIFORM ALLOWANCE			10.00			
	Total for vendor 0552 - CRYSTAL CLEANERS:			17.50	17.50		

Vendor 0132 - CWC HIGHWAY DEPT:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
6436 79643	CWC HIGHWAY DEPT SEPT 2023 TRANSIT FUEL 203-9000-42212 203-9000-42212	10/01/2023 pziemer	10/18/2023	4,409.53 4,008.66 400.87	4,409.53	Open	N 10/18/2023
Total for vendor 0132 - CWC HIGHWAY DEPT:				4,409.53	4,409.53		
Vendor 0135 - CWC TREASURER:							
6429/CH 79644	CWC TREASURER OCT 23 SHARED SERVICES - CITY HALL 101-9200-43300	10/01/2023 pziemer	10/18/2023	7,975.00 7,975.00	7,975.00	Open	N 10/18/2023
6429/LIB 79645	CWC TREASURER OCT 23 SHARED SERVICES - LIBRARY 211-5500-43300	10/01/2023 pziemer	10/18/2023	675.00 675.00	675.00	Open	N 10/18/2023
Total for vendor 0135 - CWC TREASURER:				8,650.00	8,650.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2015428 79653	DAHLHEIMER BEVERAGE JANITORIAL SUPPLIES 211-5500-43430	09/29/2023 pziemer	10/18/2023	75.60 75.60	75.60	Open	N 10/18/2023
2019619 79705	DAHLHEIMER BEVERAGE OPEN HOUSE POPCORN 225-2220-43430	10/05/2023 pziemer	10/18/2023	27.00 27.00	27.00	Open	N 10/18/2023
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				102.60	102.60		
Vendor 3954 - DALLMAN SIGNS & GRAPHICS:							
685 79723	DALLMAN SIGNS & GRAPHICS SQD 410 & 412 LETTERING & GRAPHICS 400-9050-45530	10/03/2023 pziemer	10/18/2023	2,495.46 2,495.46	2,495.46	Open	N 10/18/2023
Total for vendor 3954 - DALLMAN SIGNS & GRAPHICS:				2,495.46	2,495.46		
Vendor 1381 - DECHANTAL EXCAVATING LLC:							
IMP 22-10: PAY REQ 1 79717	DECHANTAL EXCAVATING LLC IMP 22-10 GRAYDON AVE STORM SEWER OUT 401-9030-45530-22:10	10/10/2023 pziemer	10/18/2023	51,766.45 51,766.45	51,766.45	Open	N 10/18/2023
Total for vendor 1381 - DECHANTAL EXCAVATING LLC:				51,766.45	51,766.45		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0162 - DIAMOND VOGEL PAINT:							
813166560 79764	DIAMOND VOGEL PAINT WHITE STREET PAINT 235-3170-42210	10/01/2023 pziemer	10/18/2023	2,233.12	2,233.12	Open	N 10/18/2023
	OPERATING SUPPLIES			2,233.12			
	Total for vendor 0162 - DIAMOND VOGEL PAINT:			2,233.12	2,233.12		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN4832640/ENG 79744	ENTERPRISE FM TRUST SEPT 23 ENG VEHICLE LEASES 101-1700-43331	10/01/2023 pziemer	10/18/2023	931.28	931.28	Open	N 10/18/2023
	LEASE PAYMENTS			931.28			
FBN4832640/CD 79745	ENTERPRISE FM TRUST SEPT 23 VEHICLE LEASE 101-2400-43331	10/01/2023 pziemer	10/18/2023	357.61	357.61	Open	N 10/18/2023
	LEASE EXPENSE			357.61			
FBN4832640/PD 79746	ENTERPRISE FM TRUST SEPT 23 POLICE DEPT VEHICLE LEASES 225-2120-43331	10/01/2023 pziemer	10/18/2023	10,232.76	10,232.76	Open	N 10/18/2023
	LEASED PAYMENTS			10,232.76			
FBN4832640/PARKS 79747	ENTERPRISE FM TRUST SEPT 23 PARKS VEHICLE LEASES 230-5200-43331	10/01/2023 pziemer	10/18/2023	4,834.45	4,834.45	Open	N 10/18/2023
	LEASE PAYMENTS			4,834.45			
FBN4832640/STRTS 79748	ENTERPRISE FM TRUST SEPT 23 STREET DEPT VEHICLE LEASES 235-3100-43331 237-3190-43331	10/01/2023 pziemer	10/18/2023	4,329.65	4,329.65	Open	N 10/18/2023
	LEASE PAYMENTS			3,703.64			
	LEASE PAYMENTS			626.01			
FBN4832640/FD 79749	ENTERPRISE FM TRUST SEPT 23 FIRE DEPT VEHICLE LEASES 225-2220-43331	10/01/2023 pziemer	10/18/2023	1,352.48	1,352.48	Open	N 10/18/2023
	LEASED PAYMENTS			1,352.48			
	Total for vendor 1859 - ENTERPRISE FM TRUST:			22,038.23	22,038.23		
Vendor 3574 - ESO SOLUTIONS, INC.:							
ESO-122183 79670	ESO SOLUTIONS, INC. STATION CHECK ASSET MANAGEMENT 225-0000-15510 225-2220-43309	10/02/2023 pziemer	10/18/2023	1,500.00	1,500.00	Open	N 10/18/2023
	PREPAID OTHER			1,250.00			
	COMPUTER TECHNICAL SUPPORT			250.00			
	Total for vendor 3574 - ESO SOLUTIONS, INC.:			1,500.00	1,500.00		

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Vendor 0170 - FASTENAL COMPANY:							
MNBAX264166 79769	FASTENAL COMPANY CUTTING EDGE BOLTS 235-3125-42220	10/10/2023 pziemer	10/18/2023	26.04	26.04	Open	N 10/18/2023
	REPAIR & MAINT			26.04			
	Total for vendor 0170 - FASTENAL COMPANY:			26.04	26.04		
Vendor 0071 - FORUM COMMUNICATIONS COMPANY:							
260364-1/ENG 79688	FORUM COMMUNICATIONS COMPANY NOH: DTSS/DTSR PUBLIC HEARING 401-1003-43350	09/20/2023 pziemer	10/18/2023	112.33	112.33	Open	N 10/18/2023
	LEGAL PUBLICATIONS			112.33			
260364-1/CD 79689	FORUM COMMUNICATIONS COMPANY NOH: NUISANCE PUBLIC HEARING 101-2400-43350	09/18/2023 pziemer	10/18/2023	56.17	56.17	Open	N 10/18/2023
	PRINTING/LEGAL PUBLICATION			56.17			
257032-1 79690	FORUM COMMUNICATIONS COMPANY NOH: ORD 1556 MICROMOBILITY 101-9200-43350	09/05/2023 pziemer	10/18/2023	41.24	41.24	Open	N 10/18/2023
	LEGAL PUBLICATIONS			41.24			
257179-1 79691	FORUM COMMUNICATIONS COMPANY NOH: COND. USE ANIMAL CLINIC 101-2400-43350	09/06/2023 pziemer	10/18/2023	48.31	48.31	Open	N 10/18/2023
	PRINTING/LEGAL PUBLICATION			48.31			
358166-1 79692	FORUM COMMUNICATIONS COMPANY RFB: DOWNTOWN SNOW PLOWING 401-1003-45530	09/08/2023 pziemer	10/18/2023	28.28	28.28	Open	N 10/18/2023
	PYMTS TO CONTRACTORS			28.28			
258165-1 79693	FORUM COMMUNICATIONS COMPANY NOH: ORD 1555 - ADMINISTRATIVE CITATIpziemer 101-2400-43350	09/08/2023	10/18/2023	301.65	301.65	Open	N 10/18/2023
	PRINTING/LEGAL PUBLICATION			301.65			
260654-1 79694	FORUM COMMUNICATIONS COMPANY NOH: ORD 1558 - RENTAL BOARD OF APPEApziemer 101-2400-43350	09/19/2023	10/18/2023	43.60	43.60	Open	N 10/18/2023
	PRINTING/LEGAL PUBLICATION			43.60			
260360-1 79695	FORUM COMMUNICATIONS COMPANY NOH: IMP 21-12 PUBLIC HEARING 401-9030-43350-21:12	09/18/2023 pziemer	10/18/2023	164.97	164.97	Open	N 10/18/2023
	LEGAL PUBLICATIONS			164.97			

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260354-1 79696	FORUM COMMUNICATIONS COMPANY NOH: IMP 21-10 PUBLIC HEARING 401-9030-45530-21:10	09/18/2023 pziemer	10/18/2023	157.90 157.90	157.90	Open	N 10/18/2023
257405-1 79697	FORUM COMMUNICATIONS COMPANY NOH: OFF STREET PARKING/OUTDOOR STORAGE 101-2400-43350	09/06/2023 pziemer	10/18/2023	45.96 45.96	45.96	Open	N 10/18/2023
257185-1 79698	FORUM COMMUNICATIONS COMPANY NOH: ORD 1557-FEES 101-2400-43350	09/06/2023 pziemer	10/18/2023	36.53 36.53	36.53	Open	N 10/18/2023
257181-1 79699	FORUM COMMUNICATIONS COMPANY NOH: SHORT TERM RENTAL 502 JUNIPER 101-2400-43350	09/06/2023 pziemer	10/18/2023	48.31 48.31	48.31	Open	N 10/18/2023
	Total for vendor 0071 - FORUM COMMUNICATIONS COMPANY:			1,085.25	1,085.25		

Vendor 2385 - GOVERNMENTJOBS.COM, INC:

INV-35913 79703	GOVERNMENTJOBS.COM, INC 10/25/23-10/24/24 ANNUAL SUBSCRIPTION 101-1400-43309 101-0000-15510 101-0000-14100 101-0000-14100	10/02/2023 pziemer	10/18/2023	1,369.00 116.36 581.83 506.53 164.28	1,369.00	Open	N 10/18/2023
	Total for vendor 2385 - GOVERNMENTJOBS.COM, INC:			1,369.00	1,369.00		

Vendor 4240 - HAYES, COLEMAN:

9/29/23 79711	HAYES, COLEMAN CDL LICENSE - MIELAGE REIMB. 235-3100-43330	10/01/2023 pziemer	10/18/2023	105.72 105.72	105.72	Open	N 10/18/2023
10/5/23 79712	HAYES, COLEMAN CDL TRAINING EXPENSE REIMB. 235-3100-43330	10/05/2023 pziemer	10/18/2023	410.48 410.48	410.48	Open	N 10/18/2023
	Total for vendor 4240 - HAYES, COLEMAN:			516.20	516.20		

Vendor 0200 - HEARTLAND ANIMAL RESCUE:

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SEPT 2023 79628	HEARTLAND ANIMAL RESCUE SEPT 23 BOARDING/ADMIN 225-2700-43430 225-2700-43300 Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:	09/30/2023 pziemer MISCELLANEOUS PROFESSIONAL SERVICES	10/18/2023	4,542.33 2,623.00 1,919.33 4,542.33	4,542.33 4,542.33	Open	N 10/18/2023
Vendor 2616 - HILLMAN, CONNIE:							
9/29/23 79736	HILLMAN, CONNIE MNGFOA CONFERENCE - MILEAGE REIMB 101-1400-43330 Total for vendor 2616 - HILLMAN, CONNIE:	10/01/2023 pziemer PROFESSIONAL DEVELOPMENT	10/18/2023	116.59 116.59 116.59	116.59 116.59	Open	N 10/18/2023
Vendor 4235 - INDUSTRIAL LUBRICANT COMPANY:							
0182977-IN 79758	INDUSTRIAL LUBRICANT COMPANY TRUCK 108 & 10 GREASE LINE EXTENSION 235-3100-42220 Total for vendor 4235 - INDUSTRIAL LUBRICANT COMPANY:	10/11/2023 pziemer REPAIR & MAINT	10/18/2023	553.47 553.47 553.47	553.47 553.47	Open	N 10/18/2023
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4339517 79623	INNOVATIVE OFFICE SOLUTIONS LLC MARKERS 225-2120-42200 Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:	10/02/2023 pziemer OFFICE SUPPLIES	10/18/2023	6.59 6.59 6.59	6.59 6.59	Open	N 10/18/2023
Vendor 0313 - LAKES AREA SENIOR CENTER:							
OCT 2023 79714	LAKES AREA SENIOR CENTER OCTOBER 2023 LEVY PAYMENT 101-9200-43461 Total for vendor 0313 - LAKES AREA SENIOR CENTER:	10/06/2023 pziemer REMIT SENIOR CITIZEN LEVY	10/18/2023	7,819.75 7,819.75 7,819.75	7,819.75 7,819.75	Open	N 10/18/2023
Vendor 4059 - LAKES GAS CO.:							
2399075 79605	LAKES GAS CO. PROPANE FILL 225-2220-43330 Total for vendor 4059 - LAKES GAS CO.:	09/25/2023 pziemer PROFESSIONAL DEVELOPMENT	10/18/2023	378.80 378.80 378.80	378.80 378.80	Open	N 10/18/2023

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Vendor 0237 - LOCATORS - SUPPLIES INC:							
0310161-IN 79655	LOCATORS - SUPPLIES INC COLEMAN HAYES HI-VIS RAIN GEAR 235-3100-43410	09/29/2023 pziemer	10/18/2023	270.15	270.15	Open	N 10/18/2023
	RENTAL EXPENSE			270.15			
0310188-IN 79657	LOCATORS - SUPPLIES INC NITRILE GLOVES 237-3190-42220	10/02/2023 pziemer	10/18/2023	357.50	357.50	Open	N 10/18/2023
	REPAIR & MAINT			357.50			
0310184-IN 79673	LOCATORS - SUPPLIES INC SET UP FOR SCREEN PRINTING 235-3100-42210	10/02/2023 pziemer	10/18/2023	38.95	38.95	Open	N 10/18/2023
	OPERATING SUPPLIES			38.95			
	Total for vendor 0237 - LOCATORS - SUPPLIES INC:			666.60	666.60		
Vendor 2141 - M&M EXPRESS SALES & SERVICE:							
467504 79660	M&M EXPRESS SALES & SERVICE CARBIDE CHAINS 225-2220-42210	09/06/2023 pziemer	10/18/2023	70.00	70.00	Open	N 10/18/2023
	OPERATING SUPPLIES			70.00			
	Total for vendor 2141 - M&M EXPRESS SALES & SERVICE:			70.00	70.00		
Vendor 1753 - MARCO:							
INV11687781 79650	MARCO CISCO DUO SECURITY 9/27/23-9/26/24 101-1800-43309	09/29/2023 pziemer	10/18/2023	5,760.00	5,760.00	Open	N 10/18/2023
	COMPUTER SUPPORT			1,440.00			
	PREPAID OTHER			4,320.00			
INV11676468 79651	MARCO CISCO ADD ON 101-1800-43309	09/27/2023 pziemer	10/18/2023	79.60	79.60	Open	N 10/18/2023
	COMPUTER SUPPORT			79.60			
INV11683680 79652	MARCO MILESTONE 1	09/28/2023 pziemer	10/18/2023	1,069.50	1,069.50	Open	N 10/18/2023
INV11721062 79750	MARCO ADD VLAN & CONFIGURE FIREWALL	10/09/2023 pziemer	10/18/2023	437.50	437.50	Open	N 10/18/2023
	Total for vendor 1753 - MARCO:			7,346.60	7,346.60		

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Vendor 2392 - MENARDS:							
06566 79727	MENARDS	10/10/2023	10/18/2023	8.98	8.98	Open	N
	HISTORIC WATER TOWER ROOF DRAIN SOCKS	pziemer					10/18/2023
	235-3100-42220	REPAIR & MAINT		8.98			
	Total for vendor 2392 - MENARDS:			8.98	8.98		
Vendor 0260 - MN BUREAU OF CRIM APPREHENSION:							
00000761887 79755	MN BUREAU OF CRIM APPREHENSION	10/01/2023	10/18/2023	1,560.00	1,560.00	Open	N
	CJDN CONNECT 7/1/23-6/30/24	pziemer					10/18/2023
	225-2120-43321	TELEPHONE		780.00			
	225-0000-15510	PREPAID OTHER		780.00			
	Total for vendor 0260 - MN BUREAU OF CRIM APPREHENSION:			1,560.00	1,560.00		
Vendor 0270 - MN DEPT LABOR & INDUSTRY:							
3RD QTR 2023 79641	MN DEPT LABOR & INDUSTRY	10/02/2023	10/18/2023	2,625.60	2,625.60	Open	N
	SEPTEMBER0350152023	REMIT BLDG SURCH	pziemer				10/18/2023
	101-0000-21800	SURCHARGE PAYABLE TO STATE		2,625.60			
	Total for vendor 0270 - MN DEPT LABOR & INDUSTRY:			2,625.60	2,625.60		
Vendor 1448 - MN DEPT OF TRANSPORTATION:							
P00016839 79722	MN DEPT OF TRANSPORTATION	10/01/2023	10/18/2023	171.78	171.78	Open	N
	48 & COLLEGE RD CONNECTOR SHORTED/RE	pziemer					10/18/2023
	235-3170-42220	REPAIR & MAINT		171.78			
	Total for vendor 1448 - MN DEPT OF TRANSPORTATION:			171.78	171.78		
Vendor 2833 - MN DEPT TRANSPORTATION:							
00000763294 79716	MN DEPT TRANSPORTATION	10/09/2023	10/18/2023	117,006.83	117,006.83	Open	N
	AGR 1035583 - AUDIT CERT. 2020-2021	pziemer					10/18/2023
	203-0000-20800	DUE TO OTHER GOVT UNITS		117,006.83			
	Total for vendor 2833 - MN DEPT TRANSPORTATION:			117,006.83	117,006.83		
Vendor 3168 - MOTORS-N-MORE:							
30141 79624	MOTORS-N-MORE	10/03/2023	10/18/2023	332.23	332.23	Open	N
	SQD 431 - REPLACED PLUG WIRE	pziemer					10/18/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		332.23			
	Total for vendor 3168 - MOTORS-N-MORE:			332.23	332.23		

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Vendor MISC - MYHRA, ERIC & DAWN:							
BFG22-0022 79770	MYHRA, ERIC & DAWN BD Bond Refund 101-0000-20600	10/12/2023 pziemer	10/18/2023	1,450.00	1,450.00	Open	N 10/18/2023
	BFG22-0022			1,450.00			
	Total for vendor MISC - MYHRA, ERIC & DAWN:			1,450.00	1,450.00		
Vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:							
SEPT 2023/PD 79738	NORTH COUNTRY JANITORIAL & SUPPLY I JANITORIAL SVCS & SUPPLIES 225-2120-43300 225-2120-42220	10/02/2023 pziemer	10/18/2023	1,205.97	1,205.97	Open	N 10/18/2023
	PROFESSIONAL SERVICES			1,000.00			
	REPAIR & MAINT			205.97			
SEPT 2023/CH 79739	NORTH COUNTRY JANITORIAL & SUPPLY I CITY HALL JANITORIAL & SUPPLIES 101-1940-43300 101-1940-42220	10/02/2023 pziemer	10/18/2023	1,187.88	1,187.88	Open	N 10/18/2023
	PROFESSIONAL SERVICES			985.00			
	REPAIR & MAINT			202.88			
SEPT 2023/FD 79740	NORTH COUNTRY JANITORIAL & SUPPLY I FIRE DEPT JANITORIAL/SUPPLIES 225-2220-43300 225-2220-42220	10/02/2023 pziemer	10/18/2023	422.09	422.09	Open	N 10/18/2023
	PROFESSIONAL SERVICES			350.00			
	REPAIR & MAINT			72.09			
SEPT 2023/STRTS 79741	NORTH COUNTRY JANITORIAL & SUPPLY I STREET DEPT JANITORIAL/SUPPLIES 235-3100-43300 235-3100-42220	10/02/2023 pziemer	10/18/2023	211.05	211.05	Open	N 10/18/2023
	PROFESSIONAL SERVICES			175.00			
	REPAIR & MAINT			36.05			
SEPT 2023/PARKS 79742	NORTH COUNTRY JANITORIAL & SUPPLY I PARKS DEPT JANITORIAL/SUPPLIES 230-5200-43300 230-5200-42220	10/02/2023 pziemer	10/18/2023	211.04	211.04	Open	N 10/18/2023
	PROFESSIONAL SERVICES			175.00			
	REPAIR & MAINT			36.04			
	Total for vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:			3,238.03	3,238.03		
Vendor 1153 - NORTHLAND ARBORETUM:							
OCT 2023 79715	NORTHLAND ARBORETUM OCTOBER 2023 LEVY PAYMENT 101-9200-43462	10/06/2023 pziemer	10/18/2023	7,819.75	7,819.75	Open	N 10/18/2023
	REMIT ARBORETUM LEVY			7,819.75			
	Total for vendor 1153 - NORTHLAND ARBORETUM:			7,819.75	7,819.75		

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Vendor 4062 - NOVACARE REHABILITATION:							
846946648 79765	NOVACARE REHABILITATION FITNESS TESTING/POTENTIAL HIRE 225-2120-43300	10/12/2023 pziemer	10/18/2023	185.00	185.00	Open	N 10/18/2023
	PROFESSIONAL SERVICES			185.00			
	Total for vendor 4062 - NOVACARE REHABILITATION:			185.00	185.00		
Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:							
1647-227612 79763	O'REILLY AUTOMOTIVE STORES INC. WIPER BLADES - TAHOE 230-5200-42220	10/04/2023 pziemer	10/18/2023	40.78	40.78	Open	N 10/18/2023
	REPAIR & MAINT			40.78			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			40.78	40.78		
Vendor 3260 - PERSONIUS, JAY:							
9/29/23 79668	PERSONIUS, JAY BCA CRIME SCENE - MEAL REIMB 225-2120-43330	09/29/2023 pziemer	10/18/2023	42.07	42.07	Open	N 10/18/2023
	PROFESSIONAL DEVELOPMENT			42.07			
	Total for vendor 3260 - PERSONIUS, JAY:			42.07	42.07		
Vendor 0521 - PITNEY BOWES INC:							
3106326927 79647	PITNEY BOWES INC POSTAGE MACHINE 7/30/23-10/29/23 101-1940-43331	09/29/2023 pziemer	10/18/2023	398.82	398.82	Open	N 10/18/2023
	LEASE PAYMENTS			398.82			
	Total for vendor 0521 - PITNEY BOWES INC:			398.82	398.82		
Vendor 0360 - PREFERRED PUMP:							
55043556-00 79661	PREFERRED PUMP COUPLERS 237-3190-42220	09/22/2023 pziemer	10/18/2023	57.24	57.24	Open	N 10/18/2023
	8 INCH CLAY TO 8 INCH PLASTIC FERNCO			57.24			
	Total for vendor 0360 - PREFERRED PUMP:			57.24	57.24		
Vendor MISC - SARVIE, RYAN:							
10/11/23 79759	SARVIE, RYAN REFUND OVERPAYMENT 101-0000-22801	10/12/2023 pziemer	10/18/2023	8.00	8.00	Open	N 10/18/2023
	Refund: MR Unapplied Payments			8.00			
	Total for vendor MISC - SARVIE, RYAN:			8.00	8.00		

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Vendor 0569 - SCHREIFELS, TROY:							
9/22/23 79724	SCHREIFELS, TROY 713JB - UOF TRAINING 225-2120-43330	10/01/2023 pziemer	10/18/2023	150.00	150.00	Open	N 10/18/2023
	PROFESSIONAL DEVELOPMENT			150.00			
	Total for vendor 0569 - SCHREIFELS, TROY:			150.00	150.00		
Vendor 1636 - SCR - NORTHERN BAXTER:							
W46665 79709	SCR - NORTHERN BAXTER HEATING VALVE LEAK REPAIR - LIBRARY 211-5500-43430	10/06/2023 pziemer	10/18/2023	142.71	142.71	Open	N 10/18/2023
	MISCELLANEOUS			142.71			
	Total for vendor 1636 - SCR - NORTHERN BAXTER:			142.71	142.71		
Vendor 4167 - SENSOURCE INC:							
57764 79743	SENSOURCE INC 12/31/23-12/31/24 ANNUAL DATA HOSTING 211-0000-15510	10/01/2023 pziemer	10/18/2023	260.00	260.00	Open	N 10/18/2023
	PREPAID			260.00			
	Total for vendor 4167 - SENSOURCE INC:			260.00	260.00		
Vendor 4185 - SRF CONSULTING GROUP:							
16359.00-7 79752	SRF CONSULTING GROUP TH210/PEDESTRIAN BRIDGE STUDY 229-9030-43300-23:06	10/01/2023 pziemer	10/18/2023	190.73	190.73	Open	N 10/18/2023
	PROFESSIONAL SERVICES			190.73			
16811.00-2 79753	SRF CONSULTING GROUP TH210 WATERMAIN/SAN/SWR RELOCATION 401-9030-43300-23:05	10/01/2023 pziemer	10/18/2023	7,492.73	7,492.73	Open	N 10/18/2023
	PROFESSIONAL SERVICES			7,492.73			
	Total for vendor 4185 - SRF CONSULTING GROUP:			7,683.46	7,683.46		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1656605 79625	STREICHERS PROF EQUIP 713JB - INITIAL ISSUE 225-2120-41113	09/26/2023 pziemer	10/18/2023	75.98	75.98	Open	N 10/18/2023
	UNIFORM ALLOWANCE			75.98			
I1657150 79626	STREICHERS PROF EQUIP 773TH - CSO UNIFORM SHIRTS 225-2121-41113	09/28/2023 pziemer	10/18/2023	115.96	115.96	Open	N 10/18/2023
	UNIFORM ALLOWANCE			115.96			

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I1657434 79627	STREICHERS PROF EQUIP 773TH - CSO UNIFORM BOOTS 225-2121-41113	09/29/2023 pziemer	10/18/2023	115.00	115.00	Open	N 10/18/2023
	UNIFORM ALLOWANCE			115.00			
I1657259 79669	STREICHERS PROF EQUIP 725 UNIFORM PANTS 225-2120-41113	09/28/2023 pziemer	10/18/2023	69.99	69.99	Open	N 10/18/2023
	UNIFORM ALLOWANCE			69.99			
I1658066 79725	STREICHERS PROF EQUIP 773TH - CSO UNIFORM BOOTS 225-2121-41113	10/03/2023 pziemer	10/18/2023	115.00	115.00	Open	N 10/18/2023
	UNIFORM ALLOWANCE			115.00			
I1658229 79756	STREICHERS PROF EQUIP 713JB INITIAL ISSUE 225-2120-41113	10/04/2023 pziemer	10/18/2023	212.98	212.98	Open	N 10/18/2023
	UNIFORM ALLOWANCE			212.98			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			704.91	704.91		

Vendor 2591 - STRONG, SHAWN:

10/6/23 79735	STRONG, SHAWN MN GIS CONFERENCE - MILEAGE REIMB. 101-1800-43330	10/06/2023 pziemer	10/18/2023	168.42	168.42	Open	N 10/18/2023
	PROFESSIONAL DEVELOPMENT			168.42			
	Total for vendor 2591 - STRONG, SHAWN:			168.42	168.42		

Vendor 3155 - TREAS, FIRE RELIEF ASSOC:

10/2/23 79648	TREAS, FIRE RELIEF ASSOC 2023 REMIT FIRE STATE AID 225-2225-43473	10/02/2023 pziemer	10/18/2023	41,101.24	41,101.24	Open	N 10/18/2023
	REMIT STATE FIRE AID			41,101.24			
10/2/23 - 2 79649	TREAS, FIRE RELIEF ASSOC 2023 REMIT STATE FIRE AID 225-2225-43473	10/02/2023 pziemer	10/18/2023	226,025.84	226,025.84	Open	N 10/18/2023
	REMIT STATE FIRE AID			226,025.84			
	Total for vendor 3155 - TREAS, FIRE RELIEF ASSOC:			267,127.08	267,127.08		

Vendor 0344 - WASTE PARTNERS INC:

39X26121 79632	WASTE PARTNERS INC SEPT 23 CITY HALL WASTE REMOVAL 101-1940-43380	09/30/2023 pziemer	10/18/2023	144.35	144.35	Open	N 10/18/2023
	UTILITIES			144.35			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
39X26122 79633	WASTE PARTNERS INC SEPT 23 DOWNTOWN WASTE REMOVAL 401-1003-43300	09/30/2023 pziemer	10/18/2023	243.36 243.36	243.36	Open	N 10/18/2023
39X26120 79634	WASTE PARTNERS INC SEPT 23 FIRE DEPT WASTE REMOVAL 225-2220-43380	09/30/2023 pziemer	10/18/2023	111.15 111.15	111.15	Open	N 10/18/2023
39X26123 79635	WASTE PARTNERS INC SEPT 23 POLICE DEPT WASTE REMOVAL 225-2120-43380	09/30/2023 pziemer	10/18/2023	136.15 136.15	136.15	Open	N 10/18/2023
39X26118 79636	WASTE PARTNERS INC SEPT 23 LUM PARK WASTE REMOVAL 230-5200-43380	09/30/2023 pziemer	10/18/2023	971.10 971.10	971.10	Open	N 10/18/2023
39X26119 79637	WASTE PARTNERS INC SEPT 23 STRTS GARAGE WASTE REMOVAL 230-5200-43380	09/30/2023 pziemer	10/18/2023	55.58 55.58	55.58	Open	N 10/18/2023
39X26124 79638	WASTE PARTNERS INC SEPT 23 WASTE OIL REMOVAL 227-3230-43428	09/30/2023 pziemer	10/18/2023	64.35 64.35	64.35	Open	N 10/18/2023
39X26119/STRTS 79671	WASTE PARTNERS INC SEPT 23 WASTE REMOVAL 235-3100-43380	09/30/2023 pziemer	10/18/2023	55.57 55.57	55.57	Open	N 10/18/2023
39X00949 79710	WASTE PARTNERS INC SEPT 23 LIBRARY WASTE REMOVAL 211-5500-43380	10/01/2023 pziemer	10/18/2023	100.14 100.14	100.14	Open	N 10/18/2023
Total for vendor 0344 - WASTE PARTNERS INC:				1,881.75	1,881.75		

Vendor 3199 - WEX BANK:

92106423/CDD 79728	WEX BANK SEPT 23 COM DEV FUEL 101-2400-42212	10/01/2023 pziemer	10/18/2023	164.64 164.64	164.64	Open	N 10/18/2023
92106423/ENG 79729*	WEX BANK SEPT 23 ENG DEPT FUEL	10/01/2023 pziemer	10/18/2023	111.23	111.23	Open	N 10/18/2023

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	GL Distribution						
	401-9030-42212	MOTOR FUELS		112.74			
	401-9030-42212	MOTOR FUELS		(1.51)			
92106423/FD 79730	WEX BANK	10/01/2023	10/18/2023	1,167.88	1,167.88	Open	N
	SEPT 23 FIRE DEPT FUEL	pziemer					10/18/2023
	225-2220-42212	MOTOR FUELS		1,167.88			
92106423/PD 79731*	WEX BANK	10/01/2023	10/18/2023	5,378.48	5,378.48	Open	N
	SEPT 23 POLICE DEPT FUEL	pziemer					10/18/2023
	225-2120-42212	MOTOR FUELS		5,448.52			
	225-2120-42212	MOTOR FUELS		(70.04)			
92106423/PKS 79732*	WEX BANK	10/01/2023	10/18/2023	1,781.77	1,781.77	Open	N
	SEPT 23 PARKS DEPT FUEL	pziemer					10/18/2023
	230-5200-42212	MOTOR FUELS		1,782.58			
	230-5200-42212	MOTOR FUELS		(0.81)			
92106423/STRTS 79733	WEX BANK	10/01/2023	10/18/2023	3,142.64	3,142.64	Open	N
	SEPT 23 STREET DEPT FUEL	pziemer					10/18/2023
	235-3100-42212	MOTOR FUELS		2,219.40			
	237-3190-42212	MOTOR FUELS		923.24			
92106423/ADM 79734*	WEX BANK	10/01/2023	10/18/2023	18.59	18.59	Open	N
	SEPT 23 FUEL/WEX EDGE REBATE	pziemer					10/18/2023
	101-0000-36299	MISCELLANEOUS REVENUE		(27.42)			
	101-1940-42212	MOTOR FUELS		46.01			
	Total for vendor 3199 - WEX BANK:			11,765.23	11,765.23		

Vendor 3899 - WEX HEALTH INC:

0001829089-IN

79726	WEX HEALTH INC	10/01/2023	10/18/2023	41.00	41.00	Open	N
	SEPT 23 COBRA	pziemer					10/18/2023
	101-9200-43300	PROFESSIONAL SERVICES		41.00			
	Total for vendor 3899 - WEX HEALTH INC:			41.00	41.00		

Vendor 0346 - WIDSETH SMITH NOLTING:

226033

79662	WIDSETH SMITH NOLTING	09/25/2023	10/18/2023	5,124.51	5,124.51	Open	N
	23:26 BRD PD RTU REPLACEMENT	pziemer					10/18/2023
	229-0000-43300-23:26	PROFESSIONAL SERVICES		5,124.51			
	Total for vendor 0346 - WIDSETH SMITH NOLTING:			5,124.51	5,124.51		

Vendor 1712 - WSB & ASSOCIATES:

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R-022575-000-5 79642	WSB & ASSOCIATES	10/03/2023	10/18/2023	10,561.50	10,561.50	Open	N 10/18/2023
	MSP RIVERBANK RESTORATION AUG 2023 pziemer			10,561.50			
	401-9030-43300-21:16 PROFESSIONAL SERVICES			10,561.50			
	Total for vendor 1712 - WSB & ASSOCIATES:			10,561.50	10,561.50		

Vendor 0354 - ZIEGLER, INC:

CM000171699

79721	ZIEGLER, INC	10/07/2023	10/18/2023	(239.74)	(239.74)	Open	N 10/18/2023
	TRUCK 108 INJECTOR WORN BOX RETURN pziemer			(239.74)			
	235-3100-42220 REPAIR & MAINT			(239.74)			
	Total for vendor 0354 - ZIEGLER, INC:			(239.74)	(239.74)		

# of Invoices:	132	# Due:	132	Totals:	788,269.46	788,269.46
# of Credit Memos:	1	# Due:	1	Totals:	(239.74)	(239.74)
Net of Invoices and Credit Memos:					788,029.72	788,029.72

* 4 Net Invoices have Credits Totalling:	(99.78)
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--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	2,390.81
101-0000-15500	PREPAID EXPENSE	3,269.17
101-0000-15510	PREPAID OTHER	4,901.83
101-0000-20600	BFG22-0022	1,450.00
101-0000-21800	SURCHARGE PAYABLE TO STATE	2,625.60
101-0000-22801	Refund: MR Unapplied Payments	8.00
101-0000-36299	MISCELLANEOUS REVENUE	(27.42)
101-1400-43309	COMPUTER TECHNICAL SUPPORT	116.36
101-1400-43330	PROFESSIONAL DEVELOPMENT	710.12
101-1700-43331	LEASE PAYMENTS	931.28
101-1800-43309	COMPUTER SUPPORT	2,173.43
101-1800-43321	TELEPHONE	352.67
101-1800-43330	PROFESSIONAL DEVELOPMENT	168.42
101-1940-42212	MOTOR FUELS	46.01
101-1940-42220	REPAIR & MAINT	228.04
101-1940-43300	PROFESSIONAL SERVICES	985.00
101-1940-43331	LEASE PAYMENTS	398.82
101-1940-43380	UTILITIES	144.35
101-2400-42212	MOTOR FUELS	164.64
101-2400-43331	LEASE EXPENSE	357.61
101-2400-43350	PRINTING/LEGAL PUBLICATION	580.53
101-9200-43300	PROFESSIONAL SERVICES	8,016.00
101-9200-43350	LEGAL PUBLICATIONS	41.24
101-9200-43430	MISCELLANEOUS	32,032.00
101-9200-43460	REMIT COMMUNITY ACTION LEVY	7,819.75
101-9200-43461	REMIT SENIOR CITIZEN LEVY	7,819.75
101-9200-43462	REMIT ARBORETUM LEVY	7,819.75
203-0000-20800	DUE TO OTHER GOVT UNITS	117,006.83
203-9000-42212	MOTOR FUELS	4,409.53

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	211-0000-15510	PREPAID		260.00			
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
	211-5500-43380	UTILITIES		100.14			
	211-5500-43430	MISCELLANEOUS		218.31			
	211-5505-43430	MISC - COPY MACHINE PYMTS		97.70			
	225-0000-15510	PREPAID OTHER		2,030.00			
	225-2120-41113	UNIFORM ALLOWANCE		441.42			
	225-2120-42200	OFFICE SUPPLIES		6.59			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		14.99			
	225-2120-42210	OPERATING SUPPLIES		12.88			
	225-2120-42212	MOTOR FUELS		5,378.48			
	225-2120-42220	REPAIR & MAINT		205.97			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		332.23			
	225-2120-43300	PROFESSIONAL SERVICES		1,205.00			
	225-2120-43321	TELEPHONE		780.00			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		192.07			
	225-2120-43331	LEASED PAYMENTS		10,232.76			
	225-2120-43380	UTILITIES		136.15			
	225-2121-41113	UNIFORM ALLOWANCE		345.96			
	225-2220-41113	UNIFORM ALLOWANCE		1,360.00			
	225-2220-42210	OPERATING SUPPLIES		70.00			
	225-2220-42212	MOTOR FUELS		1,167.88			
	225-2220-42220	REPAIR & MAINT		72.09			
	225-2220-43300	PROFESSIONAL SERVICES		350.00			
	225-2220-43309	COMPUTER TECHNICAL SUPPORT		250.00			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		378.80			
	225-2220-43331	LEASED PAYMENTS		1,352.48			
	225-2220-43380	UTILITIES		111.15			
	225-2220-43430	MISCELLANEOUS		27.00			
	225-2225-43473	REMIT STATE FIRE AID		267,127.08			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		2,923.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		64.35			
	229-0000-43300-23:26	PROFESSIONAL SERVICES		5,124.51			
	229-9030-43300-23:06	PROFESSIONAL SERVICES		190.73			
	230-5200-42212	MOTOR FUELS		1,781.77			
	230-5200-42220	REPAIR & MAINT		79.51			
	230-5200-43300	PROFESSIONAL SERVICES		175.00			
	230-5200-43331	LEASE PAYMENTS		4,834.45			
	230-5200-43380	UTILITIES		1,026.68			
	230-5200-43410	RENTAL EXPENSE		245.00			
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5280-42220	REPAIR & MAINT		15.00			
	235-3100-42210	OPERATING SUPPLIES		38.95			
	235-3100-42212	MOTOR FUELS		2,219.40			
	235-3100-42220	REPAIR & MAINT		438.92			
	235-3100-43300	PROFESSIONAL SERVICES		175.00			
	235-3100-43330	PROFESSIONAL DEVELOPMENT		516.20			
	235-3100-43331	LEASE PAYMENTS		3,703.64			
	235-3100-43380	UTILITIES		55.57			
	235-3100-43410	RENTAL EXPENSE		350.87			
	235-3100-43430	MISCELLANEOUS		129.83			
	235-3125-42220	REPAIR & MAINT		26.04			
	235-3170-42210	OPERATING SUPPLIES		2,233.12			
	235-3170-42220	REPAIR & MAINT		171.78			
	237-3190-42212	MOTOR FUELS		923.24			
	237-3190-42220	REPAIR & MAINT		507.74			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	237-3190-43331	LEASE PAYMENTS		626.01			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		131,862.62			
	400-9050-45530	CAPITAL - OTHER		2,495.46			
	401-1003-43300	PROFESSIONAL SERVICES		243.36			
	401-1003-43350	LEGAL PUBLICATIONS		112.33			
	401-1003-45530	PYMTS TO CONTRACTORS		28.28			
	401-9030-42212	MOTOR FUELS		111.23			
	401-9030-43300-21:16	PROFESSIONAL SERVICES		10,561.50			
	401-9030-43300-23:05	PROFESSIONAL SERVICES		7,492.73			
	401-9030-43350-21:12	LEGAL PUBLICATIONS		164.97			
	401-9030-45530-21:10	CAPITAL-PYMTS TO CONTRACTS		157.90			
	401-9030-45530-22:10	CAPITAL-PYMTS TO CONTRACTS		51,766.45			
	401-9030-45530-23:03	CAPITAL-PYMTS TO CONTRACTS		49,023.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			85,523.76	85,523.76		
	203 - TRANSIT FUND			121,416.36	121,416.36		
	211 - LIBRARY FUND			1,351.15	1,351.15		
	225 - PUBLIC SAFETY FUND			298,423.31	298,423.31		
	227 - RECYCLING FUND			64.35	64.35		
	229 - PANDEMIC GRANTS			5,315.24	5,315.24		
	230 - PARK & RECREATION FUND			8,292.41	8,292.41		
	235 - STREET & SEWER FUND			10,059.32	10,059.32		
	237 - SANITARY SEWER FUND			2,056.99	2,056.99		
	251 - LOCAL OPTION SALES TAX			131,862.62	131,862.62		
	400 - CAPITAL PROJECTS FUND			2,495.46	2,495.46		
	401 - CONSTRUCTION FUND			119,661.75	119,661.75		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			139,039.33	139,039.33		
	1003 - 10:03 DWNTWN MAIN CNTRACT			383.97	383.97		
	1400 - ADMINISTRATION			826.48	826.48		
	1700 - ENGINEERING			931.28	931.28		
	1800 - IT/GIS			2,694.52	2,694.52		
	1940 - CITY HALL			1,802.22	1,802.22		
	2120 - POLICE DEPARTMENT			18,938.54	18,938.54		
	2121 - COMMUNITY SERVICE			345.96	345.96		
	2220 - FIRE DEPARTMENT			5,139.40	5,139.40		
	2225 - PAID ON-CALL FIRE DEPT			267,127.08	267,127.08		
	2400 - COMMUNITY DEVL/INSPECTION			1,102.78	1,102.78		
	2700 - ANIMAL CONTROL			4,842.33	4,842.33		
	3100 - S & S MAINTENANCE			7,628.38	7,628.38		
	3125 - SNOW REMOVAL			26.04	26.04		
	3170 - TRAFFIC CONTROL			2,404.90	2,404.90		
	3190 - SANITARY SEWER EXPENSE			2,056.99	2,056.99		
	3230 - RECYCLING EXPENSE			64.35	64.35		
	5200 - PARK MAIN/ADMINISTRATION			8,142.41	8,142.41		
	5215 - ADULT SOFTBALL			135.00	135.00		
	5280 - CAMPGROUND			15.00	15.00		
	5500 - LIBRARY-BUDGETED			993.45	993.45		
	5505 - TAXABLE FEES			97.70	97.70		
	9000 - TRANSIT FUND			4,409.53	4,409.53		
	9030 - CONSTRUCTION PROJ-MISC			119,468.51	119,468.51		
	9050 - CAPITAL PROJECTS-MISC			2,495.46	2,495.46		
	9200 - CITY-WIDE			63,548.49	63,548.49		
	9360 - LOCAL OPTION SALES TAX			131,862.62	131,862.62		

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 Vice President Johnson.

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. Approval of Bills
- B. Approval of Minutes
 - a. Regular City Council Minutes September 18th, 2023
- C. Approval of Licenses
- D. Department Activity Report
- 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.

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

Presentation

Tammi Ebertowski, Armed Forces Tribute Committee, gave an overview of the event that they hosted on September 15th. She thanked the City Departments that were involved and specifically the Street Department that provided street closures for the event for the older citizens to be able to park.

Council Committee Reports

Personnel and Finance Committee

Adopt Resolution Authorizing The Execution Of Traffic Safety Enforcement Grant

Committee Member Terry stated this is a public safety grant available to all of the police departments and the Sheriff's office in the County. The City does receive dollars for administration of the grant. The grant goes toward traffic safety in our community.

Member Czczok asked about the risk assessments that were a part of the application and whether the Council could get that information. He asked about the staffing levels when our officers are in the field working and if they are covered under the grant.

Chief Davis stated that he could check on the sharing of that information and could make it available at a later time. He stated that officers who are being covered by the grant are off duty officers, the staffing levels of the City are not decreased.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK TO ADOPT A RESOLUTION AUTHORIZING POLICE CHIEF JOHN DAVIS THE AUTHORITY TO EXECUTE THE 2024 TRAFFIC SAFETY ENFORCEMENT GRANT.

RESOLUTION 40:23

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

Approve Promotion of Miranda Halverson to Police Administrative Supervisor

Committee Member Terry stated that Ms. Halverson will fill the vacancy of the position due to retirement. The City is looking forward to having her in this position.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK, DULY CARRIED, 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.

Approval of 2024 Health Insurance Broker Agreement

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK, DULY CARRIED, TO 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.

Consider IntraFi Cash Service (ICS) Agreement with Bremer

Committee Member Terry stated that this service will allow the City's money market funds to earn an interest rate around 5% instead of 3%.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK, DULY CARRIED, TO AUTHORIZE SIGNATURES ON THE ICS AGREEMENT WITH BREMER BANK.

Discussion on Lakes Area Media Collaborative

Committee Member Terry stated that they wish to have staff complete the document that was provided. The document will be approved at the next meeting.

Member O'Day asked whether we have a contractual agreement.

Vice Chair Johnson stated that there is not a contractual agreement between the City and Lakes Area Media Collaborative. Rather this is to state that Lakes Media has not held its contractual agreement with the State of Minnesota as a non-profit organization.

Member Czczok stated that the rules of decorum were not followed at the previous meeting. The item should have been voted on by Council to bring back instead of just directing staff without a motion.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK, DULY CARRIED, TO DIRECT STAFF TO COMPLETE THE COMPLAINT FORM PROVIDED AND BRING IT BACK TO PERSONNEL AND FINANCE AT THE NEXT MEETING FOR APPROVAL PRIOR TO SENDING.

Safety and Public Works Committee

Authorize SRF to Apply for Active Transportation (AT) Grant

Committee Chair O'Day stated that this grant would be for the Pedestrian Bridge over Highway 210. There is a balance of \$15,000 for the SRF contract to use toward grant applications.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO AUTHORIZE SRF TO PREPARE AND APPLY FOR THE ACTIVE TRANSPORTATION (AT) GRANT ON BEHALF OF THE CITY FOR THE TH 210/LUM PARK PEDESTRIAN BRIDGE.

Request to Award Improvement 23-12 - SW 4th Street Washout Repair Project

Committee Chair O'Day stated that Landwehr was the low bid which was under the engineers estimate by about 3%. The highest bid was almost \$200,000 more and this bid.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO AWARD THE IMPROVEMENT 23-12 - SW 4TH STREET WASHOUT REPAIR PROJECT TO LANDWEHR CONSTRUCTION IN THE AMOUNT OF \$163,551.

Approve Downtown Snow Removal Bids

Committee Chair O'Day stated that the City reached out to five companies for snow removal services. The low bidder withdrew their bid due to staff capacity issues. Tom's Backhoe has always done a great job the bid is about 5% higher than last year.

Member Stenglein stated that this bid was also noticed as a bid opening to the public not just the companies staff reached out to.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO AWARD OF THE 2023-2024 DOWNTOWN SNOW REMOVAL SERVICES CONTRACT TO TOM'S BACKHOE SERVICE.

Approve 2024-2033 Capital Improvement Plan

Vice Chair Johnson thanked City Engineer/Public Works Director Dehn for the inclusion of the maps and information with the Capital Improvement Plan.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE AND ADOPT THE 10-YEAR CAPITAL IMPROVEMENT PLAN AS PRESENTED FOR 2024-2033.

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)

Final Reading- Proposed Ordinance 1556 – Creating Section 1350 of the City Code- Micromobility

City Engineer/Public Works Director Dehn stated that there has been no changes since the first reading.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1556 AND DISPENSE WITH THE ACTUAL READING.

Vice Chair Johnson opened the public hearing at 7:53 p.m.

No one came forward.

Vice Chair Johnson closed the public hearing at 7:53 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK TO ADOPT ORDINANCE 1556.

ORDINANCE 1556

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

Final Reading - Proposed Ordinance 1557 – Amendment to Section 1015.07 of the City Code Pertaining to Payment of Fees

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STENGLEIN, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1557 AND DISPENSE WITH THE ACTUAL READING.

Vice Chair Johnson opened the public hearing at 7:54 p.m.

No one came forward.

Vice Chair Johnson closed the public hearing at 7:55 p.m.

Member Czeczok asked whether this double fee would apply to the short-term rentals that were not properly licensed.

Community Development Director Kramvik stated that this is precisely the purpose of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK TO ADOPT ORDINANCE 1557.

ORDINANCE 1557

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

Final Reading - Proposed Ordinance 1558 - Rental Dwelling License Board of Appeals

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND TERRY, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1558 AND DISPENSE WITH THE ACTUAL READING.

Vice Chair Johnson opened the public hearing at 7:57 p.m.

Becky LaPlante, 616 ½ Front St, stated that the Brainerd Lakes Area Landlord Board would request that the Council include in the ordinance having a representative of their board when rental license appeals are brought to Safety and Public Works. They are supportive of the dissolution of the committee.

Vice Chair Johnson closed the public hearing at 7:59 p.m.

Member Terry stated that she will vote no, as she does agree that there should be a representative from the Landlord Board included in the ordinance.

Vice President Johnson stated that he does think that the request by the Landlord Board is reasonable. However, he is concerned about putting it into the ordinance due to the status of the Board.

Member O'Day stated that the request is reasonable but with the number of appeals they've had in the past five years he does believe that it would be easy to include the Landlord Board in the future without including it in the ordinance.

Member Czeczok stated that the SPW Committee would be open to public opinion at the appeal.

Member Terry stated that in her day job she has experience with the Landlord Group, and they have proven that they are a longstanding committee.

Mayor Badeaux stated that as a member who has sat on this committee which has struggled to have members since it began, agrees that with the Safety and Public Works Committee being designated as the authority, it would be reasonable to reach out to the landlords group for input.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN TO ADOPT ORDINANCE 1558.

ORDINANCE 1558

Upon roll call, Council Members O'Day, Stunek, Stenglein, Johnson, and Czeczok voted "aye". Member Terry voted "nay". The Vice Chair declared the motion carried.

New Business

Consider Conditional Use Permit for an Animal Clinic at 1606 Mill Ave.

Community Development Director Kramvik gave an overview of the application.

Mayor Badeaux asked whether this would allow them to have an active clinic in the future.

Community Development Director Kramvik stated that they would have to apply for an amended CUP if they are expanding their use.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY, DULY CARRIED, TO APPROVE 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.

Consider Interim Use Permit for a Short-Term Rental at 502 Juniper St.

Community Development Director Kramvik stated that since the Planning Commission meeting the property has been inspected by the Building Official and Fire Marshal.

Member O'Day stated that he will vote no. He stands by his previous comment that when a property is found to have been operating a short-term rental without a permit, their rental license should be revoked for a year.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK TO APPROVE 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.

Council Members Stunek, Stenglein, Johnson, and Czeczok voted "aye". Members O'Day and Terry voted "nay". The Vice Chair declared the motion carried.

First Reading - Proposed Ordinance No. 1559 - Off-Street Parking and Outdoor Storage

Vice Chair Johnson apologized for skipping this item. The item was heard after the County Airport request.

Community Development Director Kramvik gave an overview of the ordinance.

Member O'Day asked about the thirty feet from the property line condition stating that this would work for properties in that are in square blocks. However, in his neighborhood this would not work well as the property line could be in the woods or further away from the house.

Vice Chair Johnson stated that Member O'Day should work with Community Development Director Kramvik.

Mayor Badeaux asked for clarification on the County's short-term rental application which does not allow for on-street parking. The ordinances should work together.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1559 AND DISPENSE WITH THE ACTUAL READING.

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

Police Chief Davis gave an overview of the ordinance. 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.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND TERRY, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1560 AND DISPENSE WITH THE ACTUAL READING.

Consider Requesting Crow Wing County to not Tax Brainerd Residents for Airport Contribution

Member Czczok stated that since the County and City have been supporting the Airport, Crow Wing County has included City taxpayers in their levy. The City of Brainerd also levies taxpayers for the Airport levy. With the previous discussion surrounding the Housing Trust Fund through the County HRA, the City taxpayers are excluded from the levy through the County because they have a City HRA. He would request similar accommodation for the Airport.

Vice Chair Johnson stated that he agrees that as a matter of fairness, we would not be double taxing the citizens of Brainerd.

Member Czczok stated that there are three Commissioners on the County Board with constituents in the City of Brainerd, he is confident that they want to look out for the best interests of their constituents who live in the City and the County.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND O'DAY, DULY CARRIED, TO SEND A LETTER TO CROW WING COUNTY REQUESTING THAT THEY DO NOT TAX BRAINERD RESIDENTS FOR THE AIRPORT CONTRIBUTION.

Public Forum

The Chair opened the public forum at 8:18 p.m.

No one came forward.

The Chair closed the public forum at 8:18 p.m.

Staff Reports

Fire Chief Holmes reminded everyone that the Fire Department Open House is on October 12th, from 5:00 p.m.-7:00 p.m.

Police Chief Davis stated that there has been positive movement in the School Resource Officer issue, after hearing from the Attorney General's Office and in speaking with Attorney Langel he will start discussion with the School District. The Police Department had posted a press release public service request for assistance in identifying a burglary suspect and cautionary message, he reported that the suspect is in custody.

Mayor's Report

Mayor Badeaux stated that the Flapjack Festival was wet and soggy. It was very well attended. He thanked ECFE, the School District, and the City of Brainerd Street Department for their attendance. There is a Domestic Violence Vigil on October 10th at 6:30 p.m. at Lyman P. White Park. The next celebration downtown is the Spooktacular which is on October 28th from 11:00 a.m. to 1:00 p.m.

Council Member Reports

Member Czeczok asked to identify Administrator Bergman as the person to contact the County regarding the Airport levy. Finally, BPU will be discussing shutting off the unfluoridated water tap. This tap has been available since 1980. This matter will be on their agenda at the next commission meeting.

Vice Chair Johnson thanked Member Czeczok for bringing this matter up. He has had a few constituents concerned about the status of the tap. He supports the motion, based on the people that prefer the water and it is a piece of Brainerd History. The matter went all the way to the Minnesota Supreme Court.

Member Terry stated that she will vote no, due to unknown public safety issues.

Member Czeczok stated that the City of Brainerd water will eventually be permanently chlorinated. This could give citizens an alternative.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND O'DAY, DULY CARRIED, TO REQUEST THAT BPU COMMISSION CONSIDER NOT SHUTTING OFF THE UNFLUORIDATED TAP.

Council Members O'Day, Stunek, Stenglein, Johnson, and Czeczok voted "aye". Member Terry voted "nay". The Vice Chair declared the motion carried.

October 2, 2023

Member Stenglein stated that she was able to tour the St. Cloud Wastewater Treatment Plant with Region V. It is completely fascinating how they can take municipal wastewater to power their plant.

Member O'Day stated that he attended the BPU facility tour with Public Utilities Director Wicklund. He thanked Mr. Wicklund for the tour. The eternal flame is burning the gas of two cities.

Member Terry stated that she also appreciated the BPU facility tour and was thankful that her neighbor was able to attend as well. If there are residents interested in touring the facilities, they could contact BPU to set up a time. Bridges of Hope has a community event at the Gichi-Zibii Center on October 8th, at 8:00 p.m. the event will include a theatrical performance, presentation, and reception.

Vice Chair Johnson stated that he went to the Flapjack Festival. He also went to the BPU Facility tour, the Hydroelectric Dam facility is awesome. The dam is built on petrified oak timber, meaning that the dam is floating.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND STENGLEIN, DULY CARRIED, TO ADJOURN THE MEETING 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.

The Vice Chair adjourned the meeting to the closed session at 8:31 p.m.

The Chair reconvened the meeting at 9:32 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND CZECZOK TO ADJOURN THE MEETING.

The Vice Chair adjourned the meeting at 9:32 p.m.

Jennifer Bergman
City Administrator

AIR CONCEPTS INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
20753 COUNTY ROAD 3	Mechanical	Active	MB005525	07/14/2024	2023-0071	12/31/2023

KRUCHTEN'S HEATING & AC LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
15140 INGLEWOOD DR	Mechanical	Active	MB003039	04/08/2024	2023-0072	12/31/2023

Total Licensees						2
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Population: All Records
Licensee.DateRegistered Between 9/28/2023 12:00:00 AM AND 10/11/2023 12:00:00 AM



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BOOYAH AWARD



Submitted by Sgt. Pallansch: Officer Williams was dispatched to a crash involving an elderly female from out of state. The female did not have a cell phone, did not have family in the area, and did not know the telephone number of any family. Officer Williams transported the female and her dog back to the PD lobby where he spent some time locating contact information for family while keeping the female comfortable. A family member sent a card to the PD for Williams.

The card stated: Yesterday afternoon, Officer Hunter Williams responded to a crash that involved my elderly mother. I can't say enough about how wonderfully he took care of her. We (her 5 kids) are very grateful for his patience and kindness in what could have been an awful ordeal for her. He figured out how to reach me (in southern Iowa) so I could reach other family members for help, as she'd left her phone in Fifty Lakes. He stayed with her until everything was arranged – in her words, "from start to finish, he was right beside me and helping me." I can't tell you how much this means to all of us.

Thank you, Officer Williams, for doing your job with such care. This could have been a nightmare, and you made it seamless and easy. May God Bless you and your family, as you've blessed ours.

Great Job Hunter. BOOYAH!

TRAINING & STAFF DEVELOPMENT**Crime Reporting – NIBRS**

One Records Technician attended a two-day NIBRS Crime Reporting training session. The course explained the purpose, intent, and operating procedures of state and federal crime reporting. Through lectures, quizzes and practical exercises, participants learned how to classify and report crimes in accordance with the standards established by the FBI Uniform Crime Reporting (UCR) Program. Training included the use of computers to access user manuals and online resources. Other records staff will be attending this training as classes become available.

BCA online DMT Operator Recertification

An investigator recertified as a DMT Operator by attending an online training that recertifies law enforcement personnel in the use of the DataMaster DMT-G evidential breath test instrument. Operators were instructed on proper test administration, interpretation of test results and test records, and court issues regarding the DMT. This course is required periodically to maintain certification to run breath tests on the DMT.

Search Warrants

An investigator attended an introductory course that provided a basic overview of search warrants for patrol officers and newly appointed investigators. It explained how to document reliable information needed to establish probable cause and assisted the student with avoiding common mistakes when drafting and executing search warrants.

Open Meeting Law & Data Practices

The Police Chief, Deputy Chief, Administrative Supervisor, and the Records Lead attended the Open Meeting Law and Data Practices training. This is a specialized training course on both practical and legal considerations of open meeting law and data practices. Participants gained an understanding of these very complicated laws, learn how to access appropriate tools, and leave with practical knowledge for working within the laws' parameters.

Interview & Interrogation

An investigator attended the Interview and Interrogation training developing basic skills of interviewing and interrogation. The course is designed for law enforcement investigators and covers topics including discussion of suspect interviews, witness/victim interviews, communication, rapport, verbal and non-verbal behavior, culture and gender, interviewing children, persuasion theories and strategies for interrogation. This practical course teaches skills that will assist with obtaining high quality information from individuals regardless of their status or role in the investigation. The course stressed methods you can employ to establish rapport, improve feedback and become more discerning through efficient listening. An examination of the interviewing process demonstrated how a structured interview expands your ability to obtain accurate information and detect deception.

BCA Crime Scene Course of MN Law Enforcement

An investigator attended a three-day course that taught basic and effective crime scene processing skills to law enforcement officers. BCA Crime Scene Team members provided instruction on approaching the crime scene, forensic evidence identification, documentation, collection and packaging of physical evidence. There was instruction and hands on experience with digital evidence, scene diagramming, scene/evidence photography and preparation of crime scene search warrants. The last day included a mock crime scene processing exercise that allowed the student to apply the knowledge gained throughout the course.

Department Training

The Police Department had a department wide training in September. The training topics included recertification of firearms and use of chemical agents. All officers were provided training on the use of NARCAN and are equipped to administer the NARCAN during an opioid induced overdose.

STAFFING & ASSIGNMENTS

Jason Boller has been hired as our newest police officer. Jason started with the Brainerd Police Department as Community Service Officer on November 3rd, 2022. Being a Community Service Officer, Jason was able to get an inside look at the police field, meet the people in the department, and gain valuable experience related to police work. After attending the Central Lakes College Skills Program to finish his required law enforcement training, Jason completed the hiring process and started as a police officer on September 11th.



Tyler Heinlen started with the Brainerd Police Department as a Community Service Officer on September 13th. Tyler is in the Law Enforcement program at Central Lakes College. He will be graduating in the spring and attending skills in the summer. Tyler is appreciative of the opportunity to work at the Brainerd Police and being able to serve the community. Tyler's future plan in law enforcement is to be a Brainerd Police Officer.

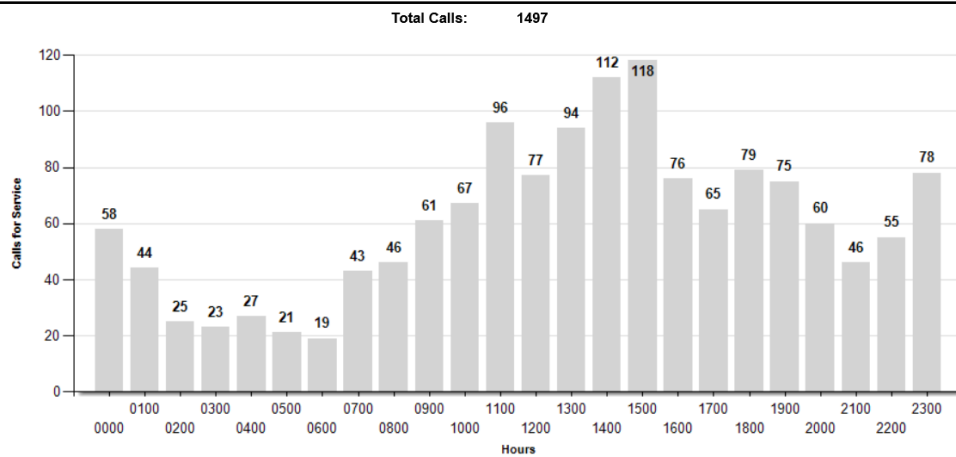
OVERALL CALLS FOR SERVICE

Month	2023	2022
Number of Calls for Service	1465	1389



Calls for Service Hourly

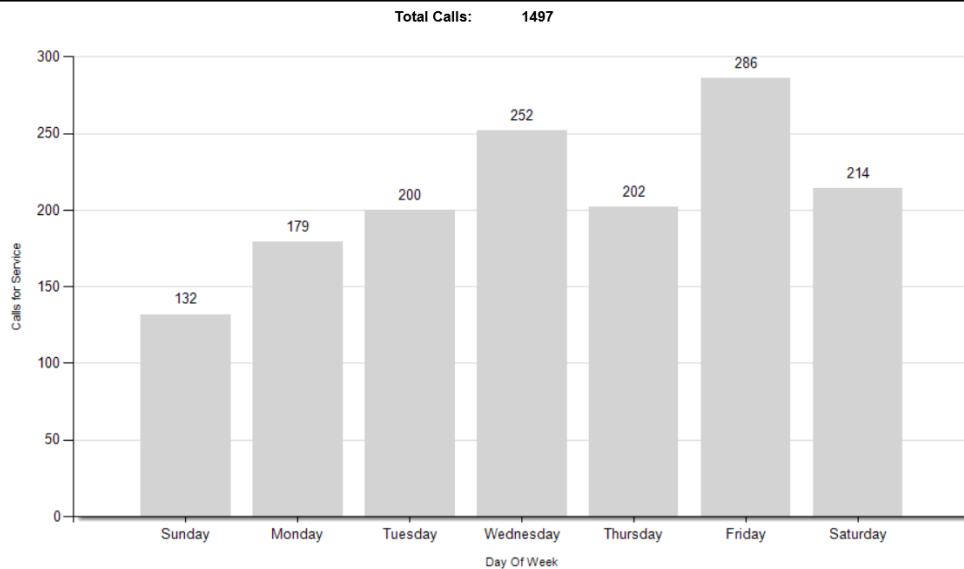
9/1/2023 to 9/30/2023



Calls for Service Day Of Week

Start Date: 9/1/2023

End Date: 9/30/2023



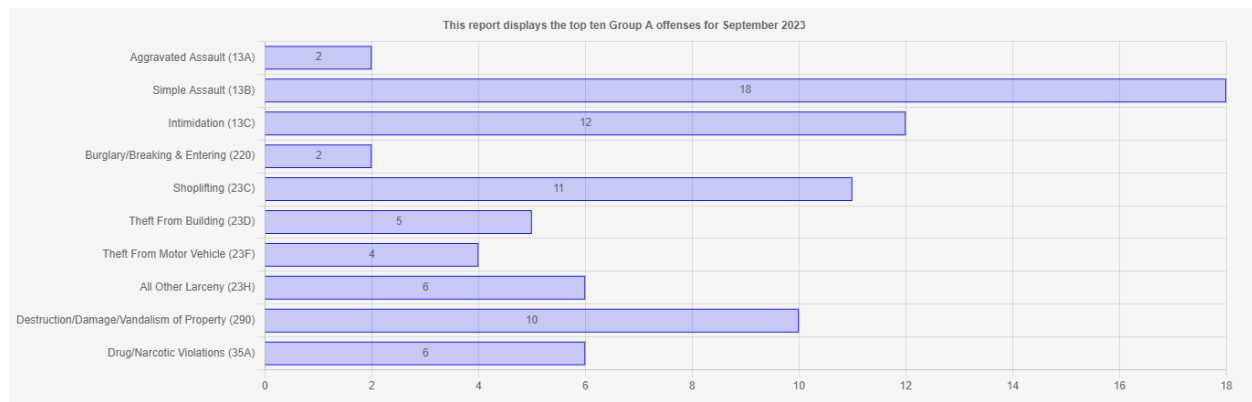
CRIME STATISTICS

Year to Date through Month	2023	2022
Group A Offenses Known or Reported to Police	892	1123
Group A and B Arrests	584	636

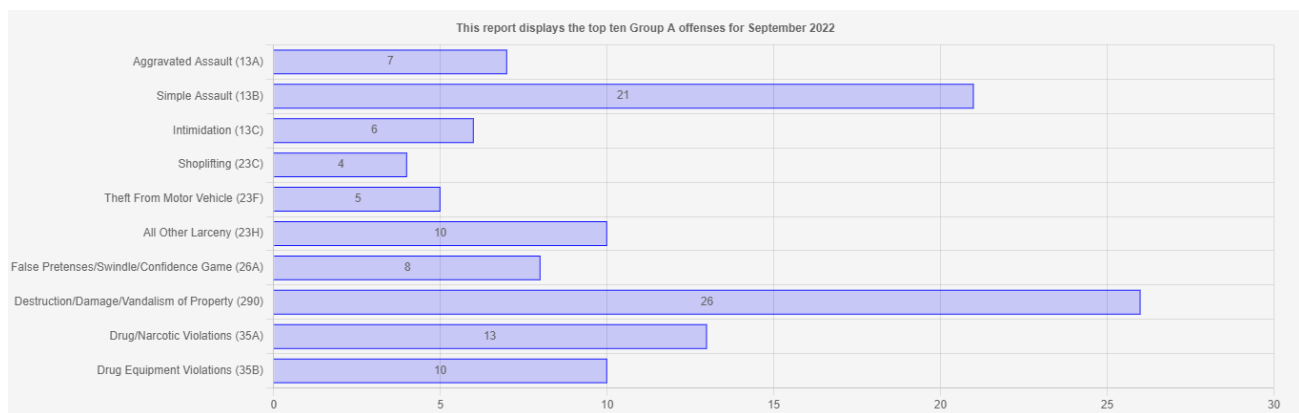
**** Note: 2023 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

September 2023

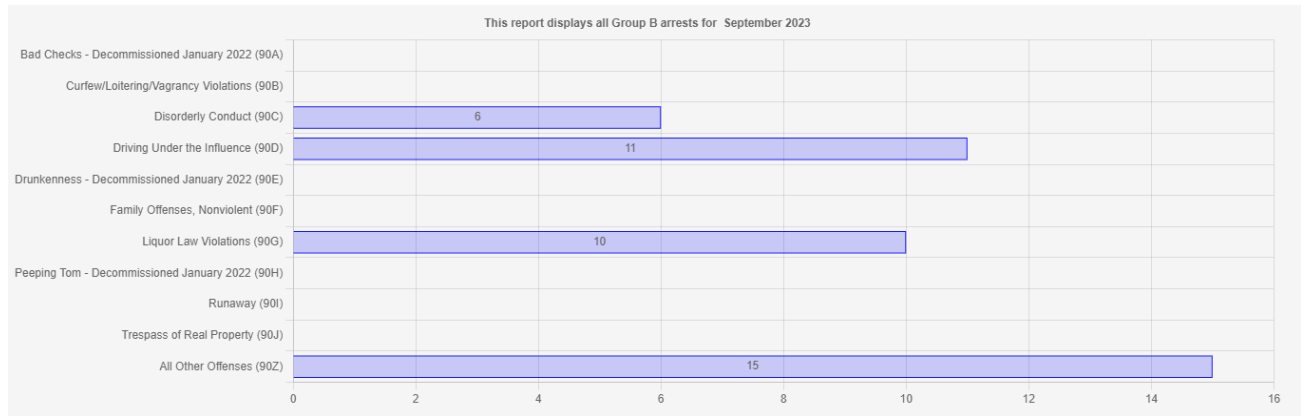


September 2022

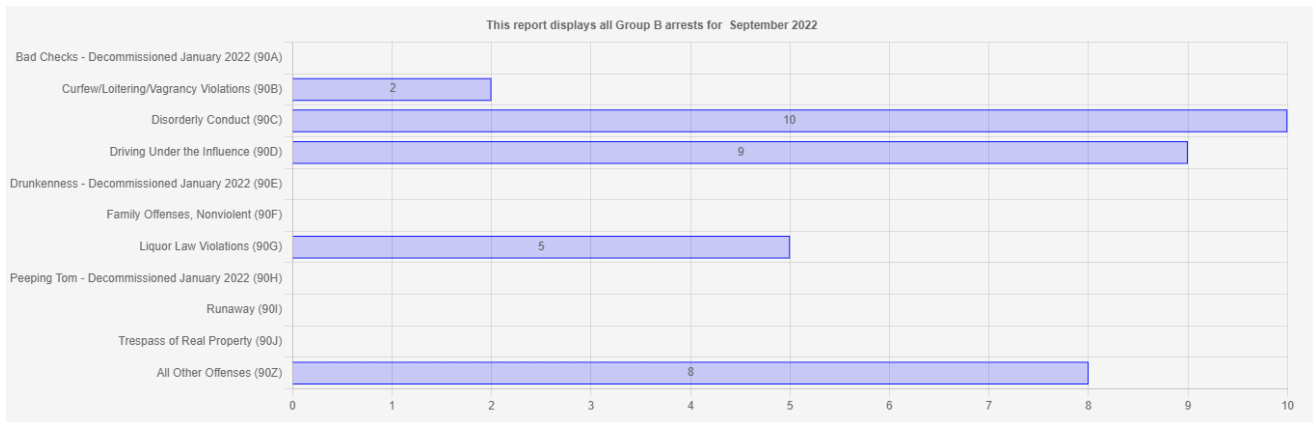


GROUP B ARREST DATA

September 2023



September 2022



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

Month	2023	2022
Citations (Inc. Parking Tickets & Written Warnings)	159	158

35 parking tickets were issued in the month of September, with the following dispositions.

1	Dismissed
18	Paid in Full
0	Partial Payments Received
16	No Payment Received

Revenue Recapture Receipts:

2022 Total:	\$ 5,688.23
2023 To Date:	\$7,796.99

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
23012330	09/12/23	Conduct on Premises	1013 SE 12 th Street

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
Month	1754	418	730	426	14.31 Minutes	58



COMMUNITY OUTREACH

TOUCH – A – TRUCK EVENT



Despite the rainy weather, there was a great turnout for the Touch-A-Truck event in downtown Brainerd in September. Safety Pup had fun giving out high-fives and watching smiles at the Touch-A-Truck event.



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

September 2023



BUILDING PERMITS

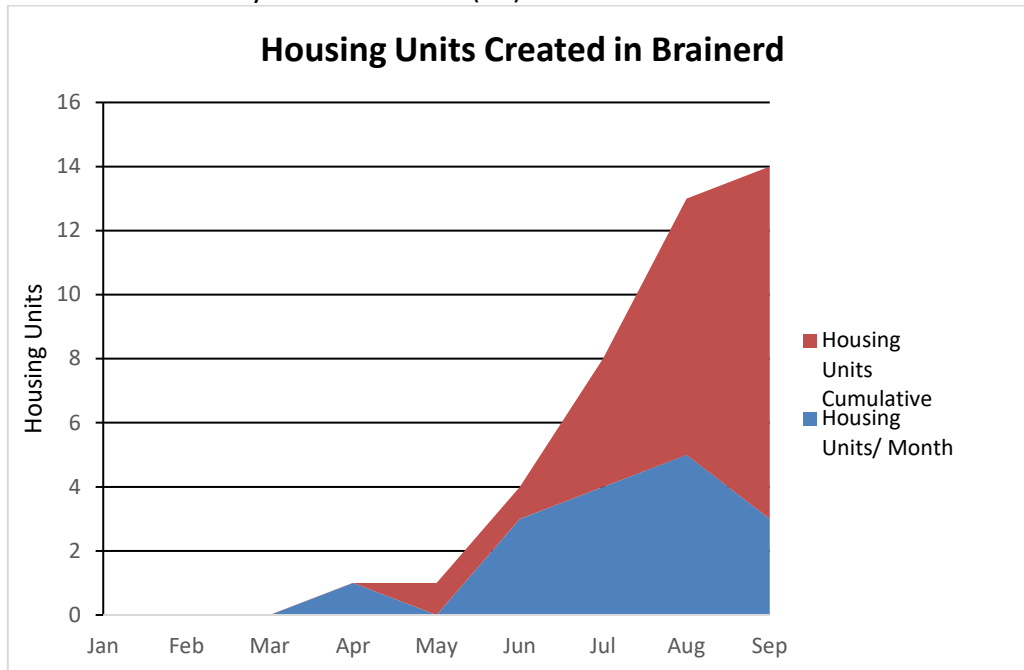
The Community Development Department issued 91 building permits with a total project valuation of \$1,882,075 in the month of September. Within the River-to-Rail Corridor, two (2) permits were issued. These improvements resulted in \$112.00 being waived in permit fees.

*Note: project valuation does not include all projects as some permits, such as residential mechanical permits, have a flat fee and are not based on valuation. Therefore, the listed total project valuation is solely based on the permits whose fees are determined by valuation.

Issued Permits for September 2023		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – New/Addition	1	\$551,000
Commercial – Building – Remodel	2	\$93,950
Commercial – Building – Roofing	1	\$5,000
Commercial – Mechanical – Air Conditioner	1	\$4,500
Commercial – Mechanical – Furnace/Boiler	1	\$10,350
Commercial – Plumbing – New/Addition	1	\$5,000
Commercial – Plumbing – Remodel	5	\$100,600
Commercial – Plumbing – Water Heater	2	\$16,100
Engineering – Excavation	7	N/A
Fence	3	N/A
Residential – Building – Accessory Structure	2	\$170,000
Residential – Building – Deck	3	\$13,100
Residential – Building – New/Addition	3	\$750,000
Residential – Building – Remodel	4	\$32,031
Residential – Building – Roofing	26	N/A
Residential – Building – Siding	3	N/A
Residential – Building – Doors/windows	7	\$45,444
Residential - Mechanical - Furnace/Boiler	3	N/A

Residential – Mechanical – Furnace + AC	4	N/A
Residential - Plumbing - New/Addition	5	N/A
Residential - Plumbing – Water Heater	5	N/A
Sign	2	\$85,000
Temporary Sign	1	N/A

Three (3) single-family homes received building permits in the month of September with a total construction valuation of \$750,000. This brings the total units of housing constructed in the City in the 2023 calendar year to fourteen (14).



BUILDING INSPECTIONS

The Community Development Department conducted 160 building inspections in September which brings the total to 1,504 for 2023.

CODE ENFORCEMENT

The Community Development Department conducted 47 code enforcement inspections in September resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Accessory Structure Material	5
Exterior Structure	8
Garbage	3
Grass & Weeds	24
Junk and Debris	33
Tree Diseased Dead or Hazardous	19
Unlicensed/Inoperable Vehicles	8
Zoning Code Violation	15
Total = 115	

The additional 115 inspections performed in September brings the total code enforcement inspections performed in 2023 to 1,186.

**Note: With the adoption of Ordinance No. 1524 on April 4th, Community Development staff have moved to complaint driven enforcement only.*

RENTAL INSPECTIONS

The Community Development Department issued one rental license in the month of September which brings the total number of rental units issued for the 2023-2024 renewal period to 2,572.

The Housing Inspector has completed 330 rental property inspections in 813 individual units in 2023.

CONTRACTOR LICENSING

The City approved two contractor licenses in September which brings the total number to 237 for 2023.

PLANNING AND ZONING

Short-Term Rentals

Staff presented a draft ordinance for short-term rentals at the September 20th Planning Commission meeting. Staff researched multiple ordinances from other cities and is proposing to merge the regulations of Duluth and St. Paul into a cohesive policy for Brainerd. The goal of this ordinance will be to limit the number and location of short-term rentals while differentiating between owner-occupied rentals and non-owner-occupied rentals. The Planning Commission will review another draft ordinance on October 18th based on the comments from the previous meeting. The Planning Commission was interested in limiting the number of short-term rentals in the City to protect long-term work force housing, which the City and County currently face large shortages. Other Discussion topics for the next meeting also include:



- 1) Limiting one registered short-term rental per platted city block.
- 2) Requiring an individual to reside in Brainerd to operate a short-term rental.
- 3) Limiting multi-family buildings to one short-term rental.
- 4) Allowing the ownership of only one short-term rental in Brainerd.

ECONOMIC DEVELOPMENT

- 1) Visit Brainerd presented revised options for a logo and slogan for the EDA. The Board voted and chose a logo that will be used on the EDA website and all other marketing materials. A new EDA website should be operational at the beginning of 2024.
- 2) City Staff have begun to set up site visits and business retention interviews for a variety of business types and sizes within the City.
- 3) SHC presented concept plans for City owned industrial properties along the Wright Street extension and along Thiesse Road. The concept plans explored adding residential uses to these properties due to the need for housing in Brainerd. The Board also directed staff to begin working with Kamp Realty to present a proposal at the December meeting to market the City owned industrial properties.
- 4) The Board approved the reallocation of DEED Mainstreet grants in the amount of an additional \$50,000.00 for the Brainerd Family YMCA and \$47,129.69 for Severson Porter Law Office.

PLANNING AND ZONING PROCESSES – PROGRESS UPDATE

Address: 1202 6th St S

PZE Process: Conditional Use Permit **Date Issued:** 8/2/22

Project Description: Demolish restaurant and install a self-serve ice machine. A conditional use permit was needed for a building under 1,000 SQFT.

The applicant has completed the following steps:

- Demolished existing restaurant.
- Cleared the lot of impermeable surfaces.
- Built foundation and installed the self-service Ice Machine.
- A number of items are required before certificate of occupancy.

Address: 2501 Greenwood St

PZE Process: Conditional Use Permit **Date Issued:** 8/2/22

Project Description: The purchase of Evangelical Lutheran Good Samaritan's parcel 41010613 to operate a residential addiction recovery facility with outpatient services.

Project Progress: A remodel permit was issued on 6/14/2023 for a \$150,000 renovation of the property to meet functional needs. A Certificate of Occupancy was issued 7/27/2023.

Address: 804 Oak St.

PZE Process: Variance **Date Issued:** 9/9/22

Project Description: A variance from the rear yard setback requirement was submitted to facilitate:

- Construction of an enclosing structure for a wheelchair lift measuring 8'6"x14'6" x1.5 stories along Pine Street.
- The project was completed to meet ADA requirements.

Project Progress: The project at 804 Oak Street has been completed in accordance with the approved variance.

Address: 1918 & 1911 Thiesse Dr.

PZE Process: Interim Use Permit **Date Issued:** 9/07/22

Project Description: The operation of a cryptocurrency mining facility, specifically for outdoor storage as a principal use.

Project Progress: No construction has begun at the property and building plans have not been submitted. VCV submitted alternate plans for the construction of a building and was approved by the EDA for the proposed design alteration. VCV will no longer make use of the Interim Use Permit unless a change of scope is approved by the EDA.

Address: 515 9th St S

PZE Process: Variance **Date Issued:** 9/07/22

Project Description: Requests a lot line setback adjustment from 5' to 2'6" to facilitate the construction of a duplex.

Project Progress: The proposed structure was constructed and passed all inspections.

Address: 324 Woodland Hills Ln

PZE Process: Variance **Date Issued:** 9/08/22

Project Description: Requested the variance to allow the:

- Construction of a 40'x40' accessory structure.
- Located forward from the front façade.
- Wall heights of 12 ft to allow the parking of a camper.

Project Progress: A new accessory structure permit was issued on 5/18/23 and the \$75,000 accessory structure is in progress.

Address: 3231 Oak St

PZE Process: Variance **Date Issued:** 9/07/22

Project Description: Boundary line adjustment with recorded easement to access the rear property. Eliminated the flag lot and created an easement.

Project Progress: The boundary line adjustment has been recorded with the County.

Address: PID 41040504

PZE Process: Conditional Use Permit **Date Issued:** 10/5/22

Project Description: The applicant proposed the construction of a 12-unit apartment complex.

Project Progress: The applicant has not begun construction.

Address: PID 41040501

PZE Process: Conditional Use Permit **Date Issued:** 10/5/22

Project Description: The construction of a health club and boarding house.

Project Progress: The applicant has not begun construction.

Address: 1005 6th St S

PZE Process: Interim use Permit **Date Issued:** 12/5/22

Project Description: Applicant requested permission for one short-term rental.

Project Progress: This property currently operates as a short-term rental in the City.

Address: 15770 Dellwood Dr

PZE Process: Conditional Use Permit **Date Issued:** 1/9/23

Project Description: Application to allow for the construction of mini-storage units on the premises.

Project Progress: The applicant has applied for a building permit, but the permit has not yet been issued.

Address: PID 41160504

PZE Process: Rezoning **Date Issued:** 1/11/23

Project Description: The purpose of this rezoning was to prepare this section of Parcel 41160504 for a consolidation with the contiguous parcel 41170515 which is also zoned Rural Living One (RL1) Zoning District.

Project Progress: The consolidation was completed and recorded with the County.

Address: PID 41040504

PZE Process: Final Plat **Date Issued:** 1/12/23

Project Description: The consolidation of 11 parcels to accommodate the space needed for the 12-unit apartment complex described in the Conditional Use Permit PZ22-0032

Project Progress: The plat has been recorded with Crow Wing County.

Address: 2307 Crestview Ln

PZE Process: Conditional Use Permit **Date Issued:** 3/1/23

Project Description: The applicant proposed a 5-unit apartment complex which received considerable opposition from the neighborhood.

Project Progress: Upon denial of the conditional use permit by the City Council, the applicant redesigned the site plan and submitted a 4-unit complex as a permitted use on the parcel. The permit for this project was issued on 8/08/23 and is currently under construction.

Address: 1021 Madison St

PZE Process: Conditional Use Permit **Date Issued:** 3/30/23

Project Description: The operation of a recycling facility in the General Industrial District.

Project Progress: The property continues to operate as a recycling facility and is working with the fire department on the conditions added to the permit.

Address: 2424 Business 371

PZE Process: Variance **Date Issued:** 5/18/23

Project Description: The variance requested was to exceed the 12' height limit on signs in the PSP zoning district by 3'.

Project Progress: Upon passage, a permit was filed and issued. The sign is currently being installed.

Address: 3 Washington St NE

PZE Process: Variance **Date Issued:** 6/2/23

Project Description: Construction of a new Dunkin Donuts:

The first variance request is to allow their main entrance to face the rear yard of the property. Section 515-2-14.C requires the principal façade to front onto an avenue/street for properties in the CC District. The second variance request is to allow a 27'1" principal building front yard setback, a 24' side yard corner setback, and a 66'7" rear yard setback.

Project Progress: The applicant has not filed a permit but continues to work with staff on the Zoning Requirements and site plan.

Address: 431 B St NE

PZE Process: Variance **Date Issued:** 5/3/22

Project Description: Requested a 7' corner yard setback for an accessory structure addition.

Project Progress: The applicant is planning for fall construction but has not yet applied for a permit.

Address: 703 Oak St

PZE Process: Conditional Use Permit **Date Issued:** 6/8/23

Project Description: The operation of a Commercial Day Care Facility.

Project Progress: On August 22nd, 2023, Brainerd Family YMCA submitted a Commercial Building New/Addition permit for a \$701,000 renovation in accordance with the conditions set in the Conditional Use Permit. This property is in the River-to-Rail area and qualified for a \$150,000 reduction in the assessed valuation. The permit has been issued and the project is underway.

Address: 515 9th St. S

PZE Process: Interim Use Permit **Date Issued:** 6/22/23

Project Description: The operation of a short-term rental in one unit of the duplex at 515 9th St S.

Project Progress: This permit was denied by the Council in August and currently no alternative uses other than long-term housing has been proposed by the applicant.

Address: 219 W Laurel St

PZE Process: Variance **Date Issued:** 7/03/23

Project Description: A variance to allow a second accessory structure and to exceed the accessory structure square footage limit of 500 Sq Ft for the construction of a new 24' x 24' garage.

Project Progress: Upon passage of this variance the applicant submitted a permit to construct this accessory structure at the premises on September 1st, 2023. A permit has been issued and the project is currently underway.

Address: 203 Hawkins Dr

PZE Process: Interim Use Permit **Date Issued:** 7/20/23

Project Description: The utilization of the property as a short-term rental.

Project Progress: The IUP was approved by the Council on August 21st, the applicants have resumed operation of the short-term rental at the premises.

Address: 11617 Andrew St.

PZE Process: Variance **Date Issued:** 7/31/23

Project Description: A variance to allow the construction of a 6000 SQFT accessory structure, which exceeds the allowed 500 SQFT in the General Commercial Zoning District. The structure will serve as the classroom facility for the American Institute of Nondestructive Testing.

Project Progress: The commercial building permit was issued on 8/31/2023 and has begun construction.

Address: 502 Juniper St.

PZE Process: Interim Use Permit **Date Issued:** 10/2/23

Project Description: The utilization of the property as a short-term rental.

Project Progress: The IUP was approved by the Council on October 2nd, the applicants have resumed operation of the short-term rental at the premises.



Projects

- Airport new ARFF building, significant network administration to extend city and airport networks to new building, WiFi access points, cell signal booster equipment, fire alarm and paging systems, door access control, building hvac controls.
- BCA security audit – working on final tasks include VPN and VLAN changes

Software

- City website design refresh underway – meetings, changes, updates, etc – to launch in early November
- Exploring options for tracking information requests – in house solution vs commercial software, other?
- Continued implementation of IT asset tracking software and ticketing system

Hardware

- Public works cameras and software configured and waiting for installation
- Airport Firstnet (AT&T) cell boosters – planning for Oct installation – location, wiring, connectivity
- Airport access control (doors) - beginning installation and configuration
- Airport security cameras - configuration
- Airport id badge computer, printer, software, office setup
- Continued migration of virtual servers to newer physical host, gradually eliminating dated hardware
- Various police squad issues – video, printing, connectivity, etc. New squad car(s).

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc.
- Staff: Added: Police Officer, Police CSO Departed: GIS Intern

Statistics

Email: sent 9,739 or 324/day (up from 9,252), received 34,594 or 1,153/day (down from 37,688)
Cisco Secure Endpoint: 6.9M files scanned (down from 7.79M), 718K IPs scanned (down from 780K)
YouTube – City channel views 810 (down from 1,018), 105.7 hours watched (down from 199.4)
Facebook – Sept reach 49,568 (down from 68,993 in August)

MEMO

TO: Mayor and Council

FROM: City Administrator Jennifer Bergman

DATE: October 10, 2023

RE: Resolution Accepting Donations & Contributions for 3rd Quarter 2023

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of July 1, 2023 and September 30, 2023. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the October 16, 2023 agenda.

If you have any questions, please don't hesitate to contact me.

\pz

RESOLUTION
xx:23

RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
JULY 1, 2023 AND SEPTEMBER 30, 2023

WHEREAS, the City of Brainerd is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Sections 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471:17; and

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

<u>Name of Donor</u>	<u>Amount</u>	<u>Requested Use of Donation or Contribution</u>
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SEE ATTACHED LIST OF DONORS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA that all donations and/or contributions described above are hereby graciously accepted by the City of Brainerd and shall be used as requested by the donors or grant requirements.

BE IT FURTHER RESOLVED, that the City Council expresses its gratitude to the donors of the gifts.

Adopted this ___th day of _____ 2023

KELLY BEVANS
President of the Council

Approved this ___th day of _____ 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

MEMO



TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: October 2, 2023
SUBJECT: 2023 – 3rd Quarter Donation

Brainerd Fire Department received the following donations in the 3rd quarter:

- Mills Automotive Group \$1,000 PulsePoint Donation

Feel free to contact me with any questions.

MEMO

TO: Connie Hillman, Finance Director

FROM: John Davis, Chief of Police

DATE: 8/17/23

RE: 3rd Quarter 2023 Donations

The Brainerd Police Department received the following in-kind donations from July to September 2023:

- Dick's Sporting Goods – 698.74 in prizes
- Cub Foods Brainerd – 27.74 in food
- Taco Johns – 365.40 in food

If you have any questions, please don't hesitate to contact me.

\pz



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Resolution Adopting Policies and Plans for Small Communities Development Program (SCDP) Grant No. CDAP-23-0018-O-FY23

AGENDA: Consent

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: Attached is a resolution adopting the following 6 policies/plans for the SCDP grant:

1. The Use of Force Policy as currently in the Brainerd Police Department Policy Manual
2. The Drug-Free Workplace/Alcohol Abuse Policy as currently in the Employee Policy Manual
3. Fair Housing Plan
4. A Residential Anti-Displacement Plan
5. A Section 3 Plan
6. Program Income Reuse Policy

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The above plans and policies are needed for the SCDP Southeast Brainerd grant. Rather than adopting each policy separately, we are proposing the attached resolution for the grant.

RECOMMENDED ACTION/MOTION: Adopt the attached resolution adopting the polices and plans needed for the Southeast Brainerd grant.

FINANCIAL IMPACT:

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

SCDP POLICIES FOR GRANT AGREEMENT NO. CDAP – 23–0018–O–FY23

WHEREAS, the City of Brainerd has applied for funding to assist in the renovation of its Southeast area; and

WHEREAS, application was made to the State of Minnesota, Department of Employment and Economic Development, Business & Community Development Division; and

WHEREAS, after due process, a grant was awarded in the sum of \$575,000, which are federal funds appropriated to the State of Minnesota under the Small Cities Development Grant Program (SCDP); and

WHEREAS, as part of the grant agreement, certain conditions are placed on said grant which are required to be met by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brainerd, Minnesota, as follows:

1. That the City of Brainerd has adopted a “Use of Force” policy which will remain in effect throughout the term of this grant. Said policy is contained in the Brainerd Police Department Manual Policy 300 and an excerpt is attached.
2. That a drug free workplace policy has been adopted and will continue in force throughout the term of the grant and is included as Section 23 in the Employee Policy Manual and an excerpt is attached. The City will provide a drug free workplace through notification as well as a drug free workplace awareness program pursuant to policy.
3. That a Fair Housing Policy has been adopted and will continue in force throughout the term of the grant. The City will work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs.
4. That grant documentation shall include a displacement minimization plan attached to this resolution in conformance with regulations at 570.606 (b) of Section 104 (d) of the Housing & Community Development Act of 1974, as amended.
5. The City of Brainerd and HRA has the attached Section 3 Plan to comply with

HUD’s requirement to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low and very low-income persons for the SE Grant.

- 6. The City of Brainerd adopts the attached SCDP Program Income Reuse Policy as attached for grant agreement No. CDAP-23-0018-O-FY23.
- 7. That the City will comply with any and all other special conditions which are included in the grant agreement No. CDAP-23-0018-O-FY23.

Adopted this ____ day of October, 2023

KELLY BEVANS
President of the Council

Approved this ____ day of October, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner (Minn. Stat. § 626.8452).

In addition to those methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy shall apply to all policies addressing the potential use of force, including but not limited to the Control Devices and Conducted Energy Device policies.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Bodily harm - Physical pain or injury.

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or great bodily harm.

Feasible - Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.

Force - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed, or restrained.

Great bodily harm - Bodily injury which creates a high probability of death, or which causes serious, permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

Imminent - Ready to take place; impending. Note that imminent does not mean immediate or instantaneous.

Totality of the circumstances - All facts and circumstances known to the officer at the time, taken as a whole, including the conduct of the officer and the subject leading up to the use of force.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

Use of Force

The Brainerd Police Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE AND REPORT

Any officer present and observing another law enforcement officer or a member using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force (Minn. Stat. § 626.8452; Minn. Stat. § 626.8475).

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances shall report these observations to a supervisor as soon as feasible (Minn. Stat. § 626.8452; Minn. Stat. § 626.8475).

300.2.2 ADDITIONAL REQUIREMENTS

An officer reporting a use of force by another law enforcement officer or member pursuant to this policy shall also make the report in writing to the Chief of Police within 24 hours (Minn. Stat. § 626.8475).

300.2.3 PERSPECTIVE

When observing or reporting force used by a law enforcement officer, each officer should take into account the totality of the circumstances and the possibility that other law enforcement officers may have additional information regarding the threat posed by the subject.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons, or methods provided by this department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

Use of Force

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

An officer may use reasonable force (Minn. Stat. § 609.06 and Minn. Stat. § 629.33):

- (a) In effecting a lawful arrest.
- (b) In the execution of a legal process.
- (c) In enforcing an order of the court.
- (d) In executing any other duty imposed by law.
- (e) In preventing the escape, or to retake following the escape, of a person lawfully held on a charge or conviction of a crime.
- (f) In restraining a person with a mental illness or a person with a developmental disability from self-injury or injury to another.
- (g) In self-defense or defense of another.

An officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance of the person being arrested; nor shall such officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest or to prevent escape or to overcome resistance.

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of suspected drug or alcohol use.
- (e) The individual's mental state or capacity.
- (f) The individual's ability to understand and comply with officer commands.
- (g) Proximity of weapons or dangerous improvised devices.
- (h) The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.
- (i) The availability of other reasonable and feasible options and their possible effectiveness (Minn. Stat. § 626.8452).
- (j) Seriousness of the suspected offense or reason for contact with the individual.

Use of Force

- (k) Training and experience of the officer.
- (l) Potential for injury to officers, suspects, and others.
- (m) Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.
- (n) The risk and reasonably foreseeable consequences of escape.
- (o) The apparent need for immediate control of the individual or a prompt resolution of the situation.
- (p) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (q) Prior contacts with the individual or awareness of any propensity for violence.
- (r) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the individual can comply with the direction or orders of the officer.
- (c) Whether the individual has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 USE OF FORCE TO SEIZE EVIDENCE

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Brainerd Police Department for this specific purpose.

300.3.5 ALTERNATIVE TACTICS - DE-ESCALATION

When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).

Use of Force

300.3.6 STATE RESTRICTIONS ON THE USE OF OTHER RESTRAINTS

Officers may not use any of the following restraints unless the use of deadly force is authorized (Minn. Stat. § 609.06; Minn. Stat. § 609.066):

- (a) A chokehold. For purposes of this policy, a chokehold only refers to the method of applying sufficient pressure to an individual to make breathing difficult or impossible, and includes but is not limited to any pressure to the neck, throat, or windpipe that may prevent or hinder breathing, or reduce intake of air.
 1. If applied, a chokehold is subject to the same guidelines and requirements as a carotid control hold.
- (b) Tying all of an individual's limbs together behind the person's back to render the person immobile.
- (c) Securing an individual in any way that results in transporting the person face down in a vehicle.

300.4 DEADLY FORCE APPLICATIONS

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

Use of deadly force is justified only if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that such force is necessary (Minn. Stat. § 609.066):

- (a) To protect the officer or another from death or great bodily harm.
- (b) To effect the arrest or capture, or prevent the escape, of an individual whom the officer knows or has reasonable grounds to believe has committed or attempted to commit a felony and the officer reasonably believes that the person will cause death or great bodily harm to another person unless immediately apprehended.

In both scenarios, the use of deadly force is only authorized provided that the threat (Minn. Stat. § 609.066):

- Can be articulated with specificity.
- Is reasonably likely to occur absent action by the officer.
- Must be addressed through the use of deadly force without unreasonable delay.

An officer shall not use deadly force against an individual based on the danger the individual poses to self unless the use of deadly force is justified (Minn. Stat. § 609.066).

300.4.1 MOVING VEHICLES

Shots fired at or from a moving vehicle involve additional considerations and risks, and are rarely effective.

When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

Use of Force

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances.

To collect data for purposes of training, resource allocation, analysis, and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure, or law. See the Report Preparation Policy for additional circumstances that may require documentation.

300.5.1 NOTIFICATIONS TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of the Conducted Energy Device (CED) or control device.
- (f) Any application of a restraint device other than handcuffs, shackles, or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
- (i) An individual alleges unreasonable force was used or that any of the above has occurred.

300.5.2 STATE REPORTING REQUIREMENTS

The Chief of Police shall provide for the filing of a report with the Bureau of Criminal Apprehension (BCA) on a monthly basis and in the form required by BCA (Minn. Stat. § 626.5534).

There may be additional reporting requirements regarding misconduct (see the Standards of Conduct Policy) (Minn. Stat. § 626.8457).

300.6 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury

Use of Force

or continuing pain, or was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until the individual can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.

Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain, or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

300.7 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to a reported application of force resulting in visible injury, if reasonably available. When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas.
 - 1. These photographs should be retained until all potential for civil litigation has expired.
- (d) Identify any witnesses not already included in related reports.
- (e) Review all related reports.

Use of Force

- (f) If a supervisor is made aware of a potential civil litigation allegation, he/she will immediately notify the Chief or their designee.

300.7.1 PATROL SERGEANT RESPONSIBILITY

The Patrol Sergeant shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Officers will receive training on this policy, including the learning objectives as provided by POST, at least annually (Minn. Stat. § 626.8452, Subd. 3).

Subject to available resources, officers should receive periodic training on:

- (a) Guidelines regarding vulnerable populations, including but not limited to children, elderly, pregnant persons, and individuals with physical, mental, or intellectual disabilities.
- (b) De-escalation tactics, including alternatives to force.

300.8.1 PROHIBITED TRAINING

Warrior-style training, as defined in Minn. Stat. § 626.8434, whether provided directly by the Department or through a third party, is prohibited (Minn. Stat. § 626.8434).

300.9 POLICY REVIEW

The Chief of Police or the authorized designee should annually review and update this policy to reflect developing practices and procedures.

ARTICLE 23. DRUG-FREE WORKPLACE/ALCOHOL ABUSE POLICIES

Section 23.01 Drug-Free Workplace/Alcohol Abuse

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

- A. The use of alcohol and the illegal use of drugs by an employee on duty can result in a dangerous work environment by negatively affecting job performance and the ability to function safely at work.
- B. The unlawful manufacture, distribution, transfer, possession, or use of drugs while on duty is strictly prohibited. Any such use may justify immediate discharge regardless of job performance.
- C. Intoxication, possession, and unauthorized use of alcohol while on duty is also prohibited and may justify immediate dismissal regardless of job performance.
- D. Tolerance may be shown to an employee expressing a desire and willingness to receive treatment for their drug or alcohol use.
- E. Human Resources will provide any employee, upon request, information regarding alcohol abuse and drug dependency as well as information on available treatment programs.
- F. Confidentiality will be maintained, to the extent permitted by the Minnesota Government Data Practices Act and other applicable laws.
- G. It is the responsibility of the employee to correct his or her unsatisfactory behavior or job performance resulting from drug or alcohol use.
- H. The Human Resource Director must be notified by the employee no later than five (5) calendar days following any criminal drug statute or alcohol related conviction for a violation occurring in the workplace or any arrest or conviction of any criminal drug or alcohol offense.

- I. Violations of this policy may constitute cause for discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending on the severity and circumstances involved.

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

Section 23.02 Drug & Alcohol Testing

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

Section 23.03 Drug-Free Awareness Program

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

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

Section 23.04 Tobacco Use

A. PURPOSE

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

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

B. STATEMENT OF POLICY

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

City of Brainerd SCDP Fair Housing Policy

Fair-Housing/Equal Opportunity

It is the policy of the City of Brainerd to work to further fair housing opportunities in its programs and to administer housing programs in a way that all residents of similar incomes have equal access to programs regardless of race, color, creed, assistance, disability, sexual orientation, or familial status.

No person or business will be denied services, contracts for project services, or access to program information and materials due to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. There will be no discrimination of persons in the administration of the Rehabilitation Program.

It is the policy of the City of Brainerd that marketing efforts will be such that no potentially eligible applicants or providers of services are excluded from participation. Affirmative marketing will include efforts to reach people who have traditionally not participated in similar programs or have not been aware of available assistance. This includes, but is not limited to, single heads of households, people of color, or people with disabilities.

Approved this _____ day of _____, 2023.

Mayor, City of Brainerd

President of the Council

City Administrator

Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

Small Cities Development Program
State of Minnesota

The City of Brainerd anticipates participating in the Minnesota Small Cities Development Program. Through this participation, Owner, Rental and Commercial rehab will occur. The consequence of the proposed activities is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Antidisplacement and Relocation Assistance Plan is to describe the steps the City of Brainerd shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

I. The City of Brainerd will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Brainerd to provide funds for an activity that will directly result in such demolition or conversion, the City of Brainerd will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversions;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Brainerd will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible;
- E. The source of funding and a time schedule for the provision of replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

The City of Brainerd may request the Minnesota Department of Employment and Economic Development to recommend that the U. S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

II. The City of Brainerd will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

III. Consistent with the goals and objectives of activities assisted under the Act, the City of Brainerd will take the following steps to minimize the displacement of persons from their homes:

1. Coordinate rehab to keep disruption to a minimum.
2. Provide temporary housing if needed

IV. Definitions for the purposes of this plan are as follows:

A **“low/moderate-income dwelling unit”** is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program. A **“vacant occupiable dwelling unit”** is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An **“Occupiable Dwelling Unit”** is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A **“Standard Condition”** dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A **“Substandard Condition”** dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A **“Substandard but Suitable for Rehabilitation Condition”** dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A **“Substandard but suitable”** dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “Standard” dwelling unit.

Resolution of Adoption of Residential Anti-displacement and Relocation Assistance Plan

Be it resolved that the City of Brainerd hereby adopts the residential ant-displacement and relocation assistance plan for the City of Brainerd.

I Certify that the above resolution was adopted by the

_____ City Council _____ of _____ Brainerd _____ on _____ Month Day, 2023 _____

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title) Mayor _____
(Date)

(Title) City Administrator _____
(Date)



324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

Section 3 Plan

Brainerd Section 3 Plan

The City of Brainerd, in conjunction with Small Cities Development Program, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low- and very low-income persons or businesses. Being a Section 3 Business is not required; however preference is given to those businesses.

The Brainerd HRA will attempt to recruit low-income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within Crow Wing County in which the Section 3 covered program or project is located, or participate in the one of the HUD program or other program which promotes the training or employment of Section 3 residents, or will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

The Brainerd HRA will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. The HRA will keep a list of Section 3 businesses. While being a Section 3 business is not required for the program, City of Brainerd will give preference to qualified, competitive Section 3 businesses.



Brainerd SCDP Program Income Reuse Policy

Any program income received in the future will be used to meet a federal objective.

Approved this _____ day of _____ 2023

Mayor, City of Brainerd

President of the Council

City Administrator



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Presentation of Sanitary and Storm Sewer Rate Study

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

PRESENTER: Jessie Dehn, Public Works Director, Dan Kasbohm, UFS **ESTIMATED TIME (MIN):** 15 Minutes

SUMMARY OF ISSUE: Dan Kasbohm with Utility Financial Solutions will be presenting the findings of their Financial Projection, Cost of Service, and Rate Design study for the Sanitary and Storm Sewer utilities. The study includes the Capital Improvement costs in the recently adopted Capital Improvement Plan.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: At the end of the presentation, staff is requesting discussion and direction from the Council on what they would like to propose for sanitary and storm rates. Resolutions would be drafted and brought to a future meeting based on the direction received.

RECOMMENDED ACTION/MOTION: Discussion Item.

FINANCIAL IMPACT: N/A

City of Brainerd Sanitary Department

Financial Projection, Cost of Service,
and Rate Design Summary for 2024

Revised after meeting on 9/20/2023

Discussion

Financial Projection

- Meet revenue requirements
 - Measure to key financial targets
-

Cost of Service

- Monthly meter charge
 - Identify if one rate subsidizes another
-

Guidance from City Council

- 2024 revenue adjustment
- Rate component adjustments towards cost of service

Projection Assumptions

The following assumptions were used in sewer projections

Fiscal Year	General Inflation	Growth	Investment Income	Capital Improvement Total	Percent Plant Depreciated
2024	4.0%	0.0%	3.0%	\$ 792,000	58%
2025	3.0%	0.0%	3.0%	431,142	57%
2026	3.0%	0.0%	3.0%	478,279	55%
2027	3.0%	0.0%	3.0%	399,385	53%
2028	3.0%	0.0%	3.0%	407,361	52%

Projection Assumptions

(2024 financials)

Description	Projected 2024
Revenue from Rates	\$ 865,967
Salaries and Benefits	\$ 175,741
Professional Services	20,851
Repairs and Maintenance	62,400
Insurance	5,709
Lease Payments	7,812
Materials and Supplies	9,273
Depreciation	500,968
Total Expenses	\$ 784,121
Operating Income (Loss)	\$ 81,846
Interest Income	31,367
Interest Expense (Bond Int. Exp)	(59,807)
Intergovernmental	272,249
Net Income	\$ 325,654

Description	Projected 2024
Cash Flow	
Net Income (Loss)	\$ 325,654
Depreciation Expense	500,968
Subtract Debt Principal	(250,800)
Add Bond Sale Proceeds	-
Estimated Annual Capital Additions	(792,000)
Net Cash From Operations	\$ (216,177)

Beginning Cash Balance	\$ 1,045,557
Ending Cash Balance	\$ 952,112

Projection Summary

Projection with current rates

Fiscal Year	Projected Rate Adjustments	Monthly Impact for Avg. 5/8" Mtr	Debt Coverage Ratio	Projected Revenues	Projected Expenses	Projected Operating Income(Loss)	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash Reserve
2024	0.0%	\$ -	2.85	\$ 865,967	\$ 784,121	\$ 81,846	\$ 574,665	\$ 952,112	\$ 1,267,595
2025	0.0%	-	2.79	865,967	807,905	58,062	587,683	1,211,901	1,279,925
2026	0.0%	-	2.81	865,967	828,022	37,945	603,019	1,431,849	1,288,670
2027	0.0%	-	2.81	865,967	848,991	16,976	628,176	1,650,092	1,298,639
2028	0.0%	-	2.81	865,967	870,230	(4,263)	654,025	1,866,721	1,308,228

Projection with rate adjustments

Fiscal Year	Projected Rate Adjustments	Monthly Impact for Avg. 5/8" Mtr	Debt Coverage Ratio	Projected Revenues	Projected Expenses	Projected Operating Income(Loss)	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash Reserve
2024	2.5%	\$ 0.28	2.92	\$ 887,616	\$ 784,121	\$ 103,495	\$ 574,665	\$ 973,761	\$ 1,267,595
2025	2.5%	0.29	2.94	909,806	807,905	101,902	587,683	1,278,039	1,279,925
2026	2.5%	0.30	3.03	932,552	828,022	104,530	603,019	1,566,556	1,288,670
2027	2.5%	0.30	3.11	955,865	848,991	106,875	628,176	1,878,739	1,298,639
2028	2.5%	0.31	3.20	979,762	870,230	109,532	654,025	2,216,022	1,308,228

Determination of Financial Targets

(under current rates and current CIP)

Minimum Debt Coverage Target #1

Description	Projected 2024
Minimum Debt Coverage	
Add Net Income	\$ 325,654
Add Depreciation Expense	500,968
Add Interest Expense	59,807
Cash Available for Debt Service	\$ 886,430
Debt Principal and Interest	\$ 310,607
Projected Debt Coverage Ratio (Covenants)	2.85
Minimum Debt Coverage Ratio	n/a

Optimal Operating Income Target #3

Description	Projected 2024
Optimal Operating Income Determinants	
Net Book Value	\$ 11,383,097
Outstanding Principal on Debt	2,002,600
System Equity	\$ 9,380,497
Debt : Equity	18%
Optimal Operating Income	
Interest on Debt	\$ 59,807
System Equity	514,858
Optimal Operating Income	\$ 574,665
Projected Operating Income	\$ 81,846
Rate of Return in %	5.0%

Minimum Cash Reserve Target #2

Description	Allocation	Projected 2024
Minimum Cash Reserve Determinants		
Operation & Maintenance Less Depreciation Expense		\$ 283,152
Historical Rate Base		19,524,154
Current Portion of Debt Service Reserve		310,607
Five Year Capital Improvements - Net of bond proceeds		2,657,979
Percent Plant Depreciated		58%

Calculated Minimum Reserve Level

Operation & Maintenance Less Depreciation	12.3%	\$ 34,909
Historical Rate Base	2%	390,483
Current Portion of Debt Service Reserve	100%	310,607
Five Year Capital Improvements - Net of bor	20%	531,596
Recommended Minimum Cash Reserves		\$ 1,267,595
Projected Cash Reserves		\$ 952,112

Cost of Service

Objective One:

Equitably allocate revenue requirements among customer classes

- ✓ Identify potential cross-subsidization between rate classes
- ✓ Identify cross-subsidization between customers in class

Objective Two:

Define optimal rate structures

- ✓ Customer charge
- ✓ Distribution charge
- ✓ Power supply charge



Cost of Service Summary

Cost of service and revenue by customer group

Customer Meter Size	COS Readiness to Serve Charge	Number of Meters	Readiness to Serve COS	Projected 2024 Revenue	Variance to COS
5/8 & 3/4 meter	\$ 15.28	4,482	\$ 821,645	\$ 313,982	162%
1" meter	20.37	180	43,960	27,162	62%
1.5" meter	30.56	91	33,276	19,503	71%
2" meter	40.74	104	50,968	43,422	17%
3" meter	61.11	22	15,950	15,205	5%
4" meter	81.48	10	10,185	13,852	-26%
6" meter	122.23	3	4,400	4,889	-10%
Total Readiness to Serve			\$ 980,386	\$ 438,015	124%

Percent change required to move current rates to cost of service for each customer rate class

COS Commodity	\$/1,000 gallons	\$/1,000 gallons	Commodity COS	Commodity COS	Variance to COS
Volume Charges	\$ 1.00	324,286	\$ 323,392	\$ 455,232	-29%
Total COS			\$ 1,303,777	\$ 893,247	46%

Customer Charges (Base Charges)

Cost Component Recovery

Customer Meter Size	COS Readiness to Serve Charge	Current Monthly Charge	Variance to COS
5/8 & 3/4 meter	\$ 15.28	\$ 6.05	153%
1" meter	20.37	13.00	57%
1.5" meter	30.56	18.60	64%
2" meter	40.74	35.00	16%
3" meter	61.11	55.00	11%
4" meter	81.48	105.00	-22%
6" meter	122.23	140.00	-13%
Total Readiness to Serve			

Option to increase customer charges annually over next 3-5 years to meet cost of service.

Summary of Recommendations

Guidance from City Council

2024 Revenue rate adjustment options

1. Revenue neutral adjustment in 2024
2. Adjust monthly charges towards cost of service
3. Rate design will be developed using input from City Council

EXAMPLE RATE DESIGN

(five-year example adjustments)

Customer Meter Size	Current Charges	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
5/8 & 3/4 meter	\$ 6.05	\$ 6.55	\$ 7.05	\$ 7.55	\$ 8.05	\$ 8.55
1" meter	13.00	14.00	15.00	16.00	17.00	18.00
1.5" meter	18.60	19.85	21.10	22.35	23.60	24.85
2" meter	35.00	36.25	37.50	38.75	40.00	41.25
3" meter	55.00	56.25	57.50	58.75	60.00	61.25
4" meter	105.00	105.00	105.00	105.00	105.00	105.00
6" meter	140.00	140.00	140.00	140.00	140.00	140.00
Total Meter Charges	\$ 438,015	\$ 469,260	\$ 500,506	\$ 531,751	\$ 562,996	\$ 594,242
Volume Charges	1.40	1.37	1.34	1.31	1.29	1.26
Total Commodity Charges	\$ 427,952	\$ 418,782	\$ 409,737	\$ 401,248	\$ 393,327	\$ 385,990
Total Revenue	\$ 865,967	\$ 888,042	\$ 910,243	\$ 932,999	\$ 956,324	\$ 980,232
Change in Revenue (%)		2.5%	2.5%	2.5%	2.5%	2.5%

EXAMPLE RATE DESIGN

(2024 example bill impact on ¾" and 1" meter customer)

<u>Sanitary Meter ¾"</u>		Current Rates	Proposed Rates		
Ready to Serve		\$ 6.05	\$ 6.55		
Commodity Rate		\$ 1.40	\$ 1.37		
Usage Level in 1000 Gallons	Current Revenue	Proposed Revenue	Dollar Impact	Percent Change	
2	\$ 8.44	\$ 8.89	\$ 0.45	5.3%	
3	\$ 9.84	\$ 10.26	\$ 0.42	4.3%	
4	\$ 11.24	\$ 11.63	\$ 0.39	3.5%	
5	\$ 12.64	\$ 13.00	\$ 0.36	2.8%	
6	\$ 14.04	\$ 14.37	\$ 0.33	2.3%	
<u>Wastewater Meter 1"</u>		Current Rates	Proposed Rates		
Ready to Serve		\$ 13.00	\$ 14.00		
Commodity Rate		\$ 1.40	\$ 1.37		
Usage Level in 1000 Gallons	Current Rates	Proposed Rates	Dollar Impact	Percent Change	
6	\$ 21.40	\$ 22.22	\$ 0.82	3.83%	
9	\$ 25.60	\$ 26.33	\$ 0.73	2.85%	
12	\$ 29.80	\$ 30.44	\$ 0.64	2.15%	
15	\$ 34.00	\$ 34.55	\$ 0.55	1.62%	
18	\$ 38.20	\$ 38.66	\$ 0.46	1.20%	

City of Brainerd

Storm Water Department

Financial Projection, Cost of Service,
and Rate Design Summary for 2024

Projection Assumptions

The following assumptions were used in storm water projections

Fiscal Year	General Inflation	Growth	Investment Income	Capital Improvement Plan Total	CIP Contributed Funds	City Funded Capital	Percent Plant Depreciated
2024	4.0%	0.0%	3.0%	\$1,700,000	\$(905,000)	\$ 795,000	45%
2025	3.0%	0.0%	3.0%	505,695	-	505,695	46%
2026	3.0%	0.0%	3.0%	96,481	-	96,481	48%
2027	3.0%	0.0%	3.0%	334,463	-	334,463	49%
2028	3.0%	0.0%	3.0%	463,870	-	463,870	51%

Projection Assumptions

(2024 financials)

Description	Projected 2024
Revenue from Rates	\$ 480,516
Salaries and Benefits	\$ 42,710
Professional Services	52,000
Repairs and Maintenance	72,800
Insurance	2,855
Miscellaneous	3,075
Depreciation	294,740
Total Expenses	\$ 468,180
Operating Income (Loss)	\$ 12,337
Interest Income	-
Interest Expense (Bond Int. Exp)	-
Net Income	\$ 12,337

Description	Projected 2024
Projected Cash Flow	
Net Income (Loss)	\$ 12,337
Depreciation Expense	294,740
Add Bond Sale Proceeds	-
Add Grant Proceeds	905,000
Estimated Capital Expense	(1,700,000)
Net Cash From Operations	\$ (487,923)
Beginning Cash Balance	\$ (408,283)
Ending Cash Balance	\$ (896,206)

Projection Summary

(with optional rate adjustments and borrowing)

Projection with current rates

Fiscal Year	City Funded Capital	Projected Rate Adjustments	Projected \$/REU Adjustment	Debt Coverage Ratio	Projected Revenues	Projected Expenses	Projected Operating Income(Loss)	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash Reserve	Projected Borrowing (20yr @ 5%)
2024	\$ 795,000	0.0%	\$ -	n/a	\$ 480,516	\$ 468,180	\$ 12,337	\$ 464,385	\$ (896,206)	\$ 629,651	\$ -
2025	505,695	0.0%	\$ -	n/a	480,516	495,440	(14,923)	480,567	(1,100,028)	640,407	-
2026	96,481	0.0%	\$ -	n/a	480,516	506,821	(26,304)	483,655	(899,994)	642,997	-
2027	334,463	0.0%	\$ -	n/a	480,516	514,270	(33,754)	486,742	(705,481)	645,607	-
2028	463,870	0.0%	\$ -	n/a	480,516	521,886	(41,369)	489,830	(516,653)	648,238	-

Projection with optional rate adjustments and borrowing

Fiscal Year	City Funded Capital	Projected Rate Adjustments	Projected \$/REU Adjustment	Debt Coverage Ratio	Projected Revenues	Projected Expenses	Projected Operating Income(Loss)	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash Reserve	Projected Borrowing (20yr @ 5%)
2024	\$ 795,000	0.0%	\$ -	12.28	\$ 480,516	\$ 468,180	\$ 12,337	\$ 431,013	\$ 78,794	\$ 454,651	\$ 1,000,000
2025	505,695	0.0%	\$ -	3.79	480,516	495,440	(14,923)	473,347	(202,906)	520,649	-
2026	96,481	0.0%	\$ -	3.70	480,516	506,821	(26,304)	474,848	(83,116)	523,240	-
2027	334,463	0.0%	\$ -	3.63	480,516	514,270	(33,754)	476,380	31,155	525,850	-
2028	463,870	0.0%	\$ -	3.57	480,516	521,886	(41,369)	477,958	140,675	528,480	-

Projection Summary

(with optional rate adjustments and borrowing)

Projection optional rate adjustments and borrowing

Fiscal Year	City Funded Capital	Projected Rate Adjustments	Projected \$/REU Adjustment	Debt Coverage Ratio	Projected Revenues	Projected Expenses	Projected Operating Income(Loss)	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash Reserve	Projected Borrowing (20yr @ 5%)
2024	\$ 795,000	15.0%	\$ 0.60	15.17	\$ 552,594	\$ 468,180	\$ 84,414	\$ 431,013	\$ 150,871	\$ 454,651	\$ 1,000,000
2025	505,695	15.0%	\$ 0.69	5.75	635,483	495,440	140,043	473,347	26,300	520,649	-
2026	96,481	5.0%	\$ 0.26	6.03	667,257	506,821	160,436	474,848	333,620	523,240	-
2027	334,463	5.0%	\$ 0.28	6.49	700,620	514,270	186,349	476,380	678,003	525,850	-
2028	463,870	5.0%	\$ 0.29	6.99	735,651	521,886	213,765	477,958	1,062,063	528,480	-

Determination of Financial Targets

(under current rates)

Minimum Debt Coverage Target #1

Description	Projected 2024
Minimum Debt Coverage	
Add Net Income	\$ 12,337
Add Depreciation Expense	294,740
Add Interest Expense	-
Cash Available for Debt Service	\$ 307,077
Debt Principal and Interest	\$ -
Projected Debt Coverage Ratio (Covenants)	n/a
Minimum Debt Coverage Ratio	1.20

Optimal Operating Income Target #3

Description	Projected 2024
Optimal Operating Income Determinants	
System Net Book Value	\$ 7,955,579
System Equity	\$ 7,955,579
Optimal Operating Income Allocation	
System Equity	5.8%
Debt : Equity	0.0%
Optimal Operating Income	
System Equity	464,385
Optimal Operating Income	\$ 464,385
Projected Operating Income	\$ 12,337
Rate of Return in %	5.8%

Minimum Cash Reserve Target #2

Description	Allocation	Projected 2024
Minimum Cash Reserve Determinants		
Operation & Maintenance (<i>Less Depreciation Expense</i>)		\$ 173,440
Historical Rate Base		14,512,037
Current Portion of Debt Service		-
Five Year Capital Improvements - Net of bond proceeds		1,590,138
Percent plant depreciated		45%
Minimum Cash Reserve Level		
Operation & Maintenance (Less Depreciation Expense)	12.3%	\$ 21,383
Historical Rate Base	2%	290,241
Current Portion of Debt Service	100%	-
Five Year Capital Improvements - Net of bond proceeds	20%	318,028
Recommended Minimum Cash Reserves		\$ 629,651
Projected Cash Reserves		\$ (896,206)

Cost of Service Summary

Cost of service and revenue by customer group

Customer Meter Size	COS per REU	Number of REU's	Readiness to Serve COS	Projected 2024 Revenue	Variance to COS
Single Family	\$ 7.76	4,078	\$ 379,890	\$ 195,743	94%
Duplex Family	3.88	-	-	-	
Commercial	7.76	5,933	552,675	284,773	94%
Total			\$ 932,565	\$ 480,516	94%

Percent change required to move current rates to cost of service for each customer rate class

Customer Meter Size	COS Readiness to Serve Charge	Current Monthly Charge	Variance to COS
Single Family	\$ 7.76	\$ 4.00	94%
Duplex Family	3.88	2.00	94%
Commercial	7.76	4.00	94%
Total	\$ 932,565	\$ 480,516	94%

Summary of Recommendations

Guidance from City Council

2024 Revenue rate adjustment options

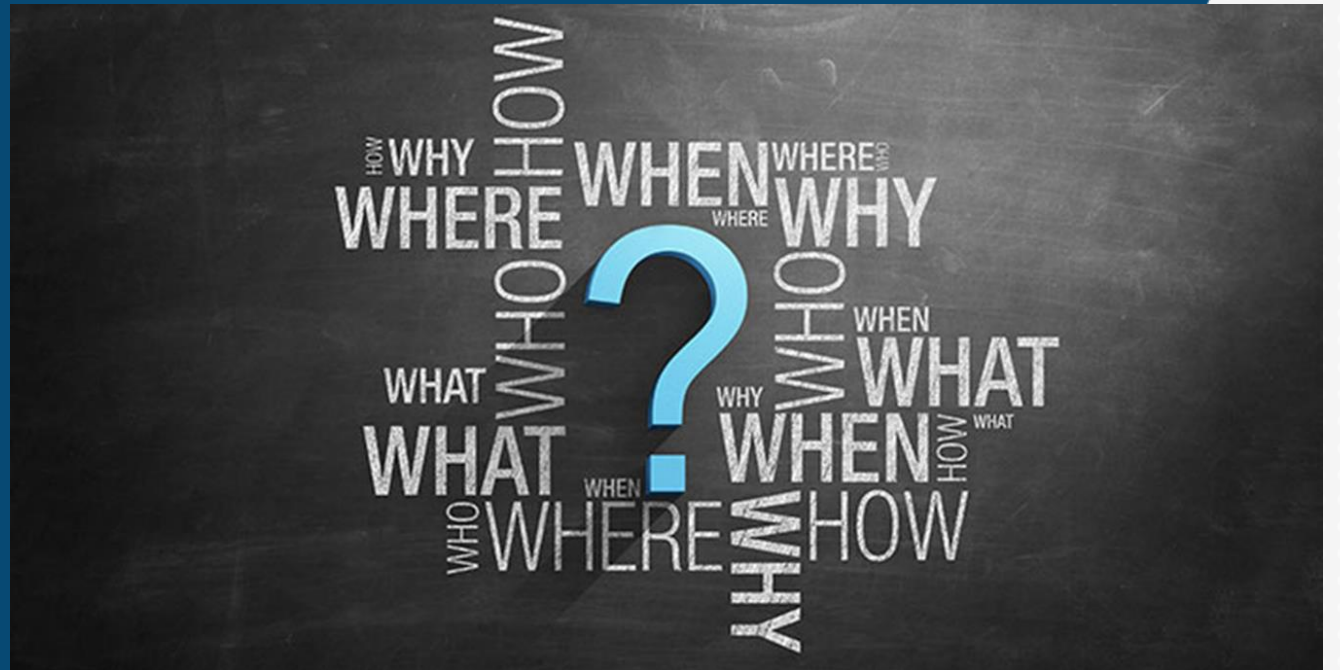
1. Rate design will be developed using input from City Council
2. Implement policy to retain or restrict \$'s for unplanned CIP projects

Potential to add a policy that restricts CIP dollars for projects that result in other department street projects?

EXAMPLE RATE DESIGN

Customer Meter Size	Current Monthly Charge	Example Year 1	Example Year 2	Example Year 3	Example Year 4	Example Year 5
Single Family	\$ 4.00	\$ 4.60	\$ 5.30	\$ 5.55	\$ 5.85	\$ 6.15
Duplex Family	2.00	2.30	2.65	2.78	2.93	3.08
Commercial	4.00	4.60	5.30	5.55	5.85	6.15
Total	\$ 480,516	\$ 552,594	\$ 636,684	\$ 666,716	\$ 702,755	\$ 738,794
Change (%)		15%	15%	5%	5%	5%
Single Family avg. \$ change		\$ 0.60	\$ 0.70	\$ 0.25	\$ 0.30	\$ 0.30

Questions?





City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Approve Event/Street Closure Application - Turkey Trot 5K

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 is an event application for the annual Shriner's Turkey Run, to be held on November 23, 2023 from 7:00 AM - 12:00 AM beginning at the Brainerd Armory and utilizing Wright Street, Thiesse Road, S. 10th Street, S. 11th Street, County Road 45 and the streets around the fairgrounds.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The event is a run/walk 5K event starting at the Brainerd Armory. The applicant is requesting closure of Wright Street from S. 10th to S. 13th Streets from 8 a.m. until noon for the event, and being that this event is on Thanksgiving morning, there is very minimal traffic or concerns. There is amplified sound at National Guard Armory for the event, and restrooms provided at the Armory.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the attached application under the conditions listed in the attached event application.

FINANCIAL IMPACT: N/A



SPECIAL EVENT APPLICATION

Date of Application: 10-6-23

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

RECEIVED

OCT 04 2023

CITY OF BRAINERD
ADMINISTRATION

Type of event: ☐ Event – City Parking Lot
☒ Event with Street Closure

☐ Event – City Park
☐ Other _____

Name of event: 5th Turkey Run

Organizer Information

Organizer's Name:

Adzuhman Shrine Club / Brainerd

Organizer's Address:

105 S 6th ST Brainerd, MN

Event Contact Person:

Keith Johnson

Event Contact Daytime Phone:

218-851-5095

Event Contact E-mail Address:

Kid.trucker2626@gmail.com

Contact Name/Number Day of Event:

Keith Johnson / 218-851-5095

For Profit/Nonprofit Status (type):

Nonprofit

Applicant information (if different from the event organizer):

Applicant Name:

Applicant Address:

Applicant Phone:

Applicant E-mail Address:

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
11/23/23	0700	1200	MN National Guard Armory 1115 Wright ST.

☐ Recurring event (requires only one application submittal per year)

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

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

Description of Activities

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

5K Run, Starting From the Armory, East on Wright Street, Crossing 13th St, Continuing East on Wright ST./South through Fair grounds to Thiess Rd., West on Thiess Rd to 13th St (45), South on 45 to Thiess Drive, West on Thiess Drive to 511th St, North on 511th St. to Industrial Park Rd, ~~then~~ West on Industrial Park Rd to 5 Tenth St, North on 5 Tenth ST to Wright ST, East on Wright ST. to Armory

Site Information

Electrical usage

☐

Yes

☒

No

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

Amplified Sound

☒

Yes

☐

No

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

Announcer with microphone for Race updates

Restrooms provided

☒

Yes

☐

No

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

Company contracted for restrooms: National Guard Armory

(if restrooms are provided by neighboring property(s), please submit the location and property owner's signature to verify approval has been granted)

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

Sponsorship logos located at the Start/Finish line

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: National Guard Armory

Additional Event Information

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

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

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

Street Closure Request Information

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

Wright St. between S. 10th St to 13th St. SE

Date and time for beginning of street closures: 11/23/23 - 0800

Date and time for reopening of streets: 11/23/23 - 1100

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

This event is held on Thanksgiving Morning - a Holiday when all businesses are closed.

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

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

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

Hold Harmless Agreement and Insurance Information

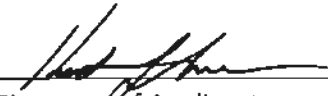
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

Signature of Event Applicant

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



Signature of Applicant

Keith Johnson

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	<u>No comments</u>
City Administration	_____	<u>No comments</u>
Engineering Department	<u>10/10 JD</u>	<u>See conditions below</u>
Fire Department	_____	<u>No comments</u>
Fire Support/EMS	_____	<u>No comments</u>
Parks Department	_____	<u>No comments</u>
Planning Department	_____	<u>No comments</u>
Police Department	_____	<u>No comments</u>

Event Application Approval

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

City Administrator

Date

Approval Conditions

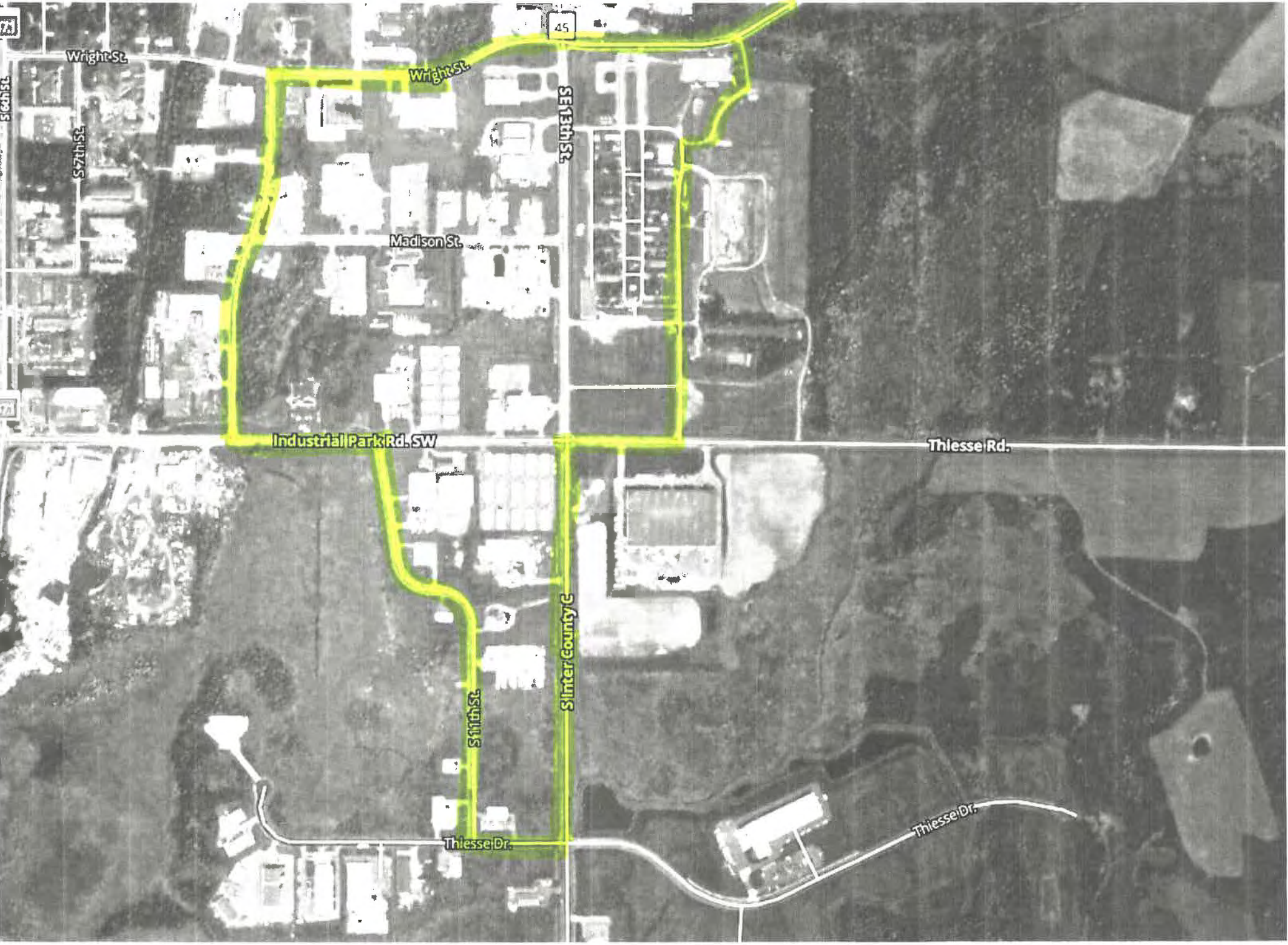
Request traffic control materials one week prior to event at 218-513-4412.

Submit Certificate of Insurance to City Hall prior to event.

Remove all signs/banners at the conclusion of the event.

Certification of Street Closure Approval

The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):





City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Approve Final Pay Request - Improvement 19-02 Cuyuna Lakes State Trail - West Segment

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 item is the final pay request for Improvement 19-02 - Cuyuna Lakes State Trail - West Segment. This project included construction of the Cuyuna Lakes State Trail along Norwood Street from S. 8th Street to 12th Street SE, along 12th Street SE and Laurel Street and crossing 13th Street SE to the NP Center. This is where the previous CLST project picked up the trail through the NP Center property. The project also included full reconstruction of 12th Street SE from Norwood to Laurel Streets as well as Laurel Street from 12th to 13th Streets.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The final payment request is for \$35,621.88. This brings the overall cost of the project to \$666,427.83. The original contract was for \$630,162.28, with one change order for \$8,355.41, totaling \$638,517.69. There were various items that were required to be slightly higher than the original plan. For example, block retaining wall, gravel base, and bituminous pavement were quantities that were slightly over plan. Most of the project was completed in 2022. Remaining punchlist items were completed during 2023.

Costs attributed to the trail construction total \$279,762.10 which are DNR-eligible and staff will request a reimbursement from the MnDNR once the payment is processed. Costs for street construction and watermain will be local costs totaling \$386,665.73. Watermain costs will be paid by BPU and street costs would be funded from the Construction Fund 401.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the final pay request for Imp 19-02 Cuyuna Lakes State Trail - West Segment in the amount of \$35,621.88.

FINANCIAL IMPACT: \$35,621.88

APPLICATION FOR PAYMENT NO. 6

CONTRACT FOR: 2022 CUYUNA LAKES STATE TRAIL EXTENSION

WEST SEGMENT

PROJECT NO. BRDMN 149920
 OWNER CITY OF BRAINERD
 CONTRACTOR DECHANTAL EXCAVATING

AGREEMENT DATE: 6/7/2022

FOR WORK ACCOMPLISHED THROUGH: 9/15/2023

				CONTRACT		THIS PAYMENT		WORK TO DATE	
ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID - NORWOOD & 11TH STREET TO LAUREL & 13TH STREET (CSAH 45)									
GENERAL									
1	MOBILIZATION	LUMP SUM	\$33,079.00	1.00	\$33,079.00		\$0.00	1.00	\$33,079.00
2	TRAFFIC CONTROL	LUMP SUM	\$5,000.00	1.00	\$5,000.00		\$0.00	1.00	\$5,000.00
3	CLEARING	TREE	\$650.00	12.00	\$7,800.00		\$0.00	12.00	\$7,800.00
4	GRUBBING	TREE	\$150.00	12.00	\$1,800.00		\$0.00	12.00	\$1,800.00
5	SALVAGE FENCE	LIN FT	\$18.14	124.00	\$2,249.36		\$0.00	124.00	\$2,249.36
6	SALVAGE MAIL BOX	EACH	\$50.00	6.00	\$300.00		\$0.00	6.00	\$300.00
7	SALVAGE CATCH BASIN	EACH	\$1,250.00	1.00	\$1,250.00		\$0.00	1.00	\$1,250.00
8	SALVAGE PIPE (STORM)	LIN FT	\$15.00	18.00	\$270.00		\$0.00	18.00	\$270.00
9	REMOVE CATCH BASIN	EACH	\$310.00	2.00	\$620.00		\$0.00	2.00	\$620.00
10	REMOVE STORM MANHOLE	EACH	\$310.00	1.00	\$310.00		\$0.00	0.00	\$0.00
11	REMOVE STORM SEWER PIPE	LIN FT	\$9.00	35.00	\$315.00		\$0.00	35.00	\$315.00
12	REMOVE SIGN	EACH	\$85.00	7.00	\$595.00		\$0.00	7.00	\$595.00
13	REMOVE BITUMINOUS WALK	SQ YD	\$8.50	33.00	\$280.50		\$0.00	33.00	\$280.50
14	REMOVE CONCRETE WALK	SQ FT	\$3.00	171.00	\$513.00		\$0.00	176.00	\$528.00
15	REMOVE CONCRETE STEPS	EACH	\$95.00	1.00	\$95.00		\$0.00	1.00	\$95.00
16	REMOVE CURB & GUTTER	LIN FT	\$2.80	2,012.00	\$5,633.60		\$0.00	2,117.00	\$5,927.60
17	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.85	3,748.00	\$10,681.80		\$0.00	4,093.00	\$11,665.05
18	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$6.20	59.00	\$365.80		\$0.00	60.40	\$374.48
19	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.50	122.00	\$671.00		\$0.00	109.85	\$604.18
20	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	458.00	\$1,053.40		\$0.00	1,077.00	\$2,477.10
21	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.50	85.00	\$467.50		\$0.00	44.00	\$242.00
GRADING & SURFACING									
22	COMMON EXCAVATION	CU YD	\$17.50	1,149.00	\$20,107.50		\$0.00	1,282.00	\$22,435.00
23	CLASS 5 AGG BASE (CV)	CU YD	\$36.00	749.00	\$26,964.00		\$0.00	910.00	\$32,760.00
24	GRAVEL SURFACING (DRIVEWAY)	CU YD	\$40.00	11.00	\$440.00		\$0.00	13.00	\$520.00
25	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$98.00	642.00	\$62,916.00		\$0.00	773.00	\$75,754.00
26	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.40	100.00	\$240.00		\$0.00	90.00	\$216.00
27	BIT. PATCH SPECIAL 1 (STREET PAVEMENT)	SQ YD	\$36.00	19.00	\$684.00		\$0.00	101.00	\$3,636.00
28	BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$48.00	42.00	\$2,016.00		\$0.00	45.00	\$2,160.00
29	INSTALL CONCRETE STEPS	EACH	\$1,200.00	1.00	\$1,200.00		\$0.00	1.00	\$1,200.00
30	4 IN CONCRETE WALK	SQ FT	\$5.90	2,794.00	\$16,484.60		\$0.00	1,307.00	\$7,711.30
31	6 IN CONCRETE WALK	SQ FT	\$10.77	1,105.00	\$11,900.85		\$0.00	1,414.00	\$15,228.78
32	TRUNCATED DOMES	SQ FT	\$48.00	62.00	\$2,976.00		\$0.00	70.00	\$3,360.00
33	B618 CONCRETE CURB & GUTTER	LIN FT	\$22.00	930.00	\$20,460.00		\$0.00	2,117.00	\$46,574.00
34	B624 CONCRETE CURB & GUTTER	LIN FT	\$24.00	1,073.00	\$25,752.00		\$0.00	0.00	\$0.00
35	8 IN CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$87.00	144.00	\$12,528.00		\$0.00	135.00	\$11,745.00
36	INSTALL FENCE	LIN FT	\$22.00	124.00	\$2,728.00		\$0.00	63.00	\$1,386.00
37	INSTALL MAIL BOX	EACH	\$145.00	6.00	\$870.00		\$0.00	6.00	\$870.00
38	ADJUST MANHOLE	EACH	\$420.00	2.00	\$840.00		\$0.00	6.00	\$2,520.00
39	ADJUST GATE VALVE BOX	EACH	\$285.00	1.00	\$285.00		\$0.00	13.00	\$3,705.00
40	SIGN PANELS TYPE C	SQ FT	\$200.00	56.00	\$11,200.00	1.38	\$276.00	57.38	\$11,476.00
41	SIGN TYPE SPECIAL	EACH	\$600.00	1.00	\$600.00		\$0.00	1.00	\$600.00
42	CROSSWALK MARKING - MULTI COMPONENT (WR)	SQ FT	\$9.80	150.00	\$1,470.00		\$0.00	150.00	\$1,470.00
43	PREFORMED GROUND IN PAVEMENT MARKING WITH ENHANCED SKID RESISTANCE	SQ FT	\$28.80	130.00	\$3,744.00		\$0.00	140.00	\$4,032.00
44	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	\$43,329.95	1.00	\$43,329.95		\$0.00	1.00	\$43,329.95
45	4' VINYL COATED CHAIN LINK FENCE	LIN FT	\$61.05	70.00	\$4,273.50		\$0.00	104.00	\$6,349.20
46	MODULAR BLOCK RETAINING WALL	SQ FT	\$36.00	990.00	\$35,640.00		\$0.00	1,178.50	\$42,426.00
STORM SEWER									
47	24 INCH RC CULVERT PIPE	LIN FT	\$105.00	7.00	\$735.00		\$0.00	7.00	\$735.00
48	24 INCH RC APRON ENDS	EACH	\$1,309.00	1.00	\$1,309.00		\$0.00	1.00	\$1,309.00
49	CATCH BASIN	EACH	\$4,147.00	2.00	\$8,294.00		\$0.00	2.00	\$8,294.00
50	MANHOLE 48 IN DIA	EACH	\$5,582.00	1.00	\$5,582.00		\$0.00	0.00	\$0.00
51	INSTALL CATCH BASIN	EACH	\$1,550.00	1.00	\$1,550.00		\$0.00	1.00	\$1,550.00
52	INSTALL PIPE (STORM)	LIN FT	\$48.00	18.00	\$864.00		\$0.00	18.00	\$864.00

APPLICATION FOR PAYMENT NO. 6

CONTRACT FOR: 2022 CUYUNA LAKES STATE TRAIL EXTENSION

WEST SEGMENT

PROJECT NO. BRDMN 149920
 OWNER CITY OF BRAINERD
 CONTRACTOR DECHANTAL EXCAVATING

AGREEMENT DATE: 6/7/2022

FOR WORK ACCOMPLISHED THROUGH: 9/15/2023

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
53	12 INCH RC PIPE	LIN FT	\$63.00	7.00	\$441.00		\$0.00	36.00	\$2,268.00
54	15 INCH RC PIPE	LIN FT	\$71.05	29.00	\$2,060.45		\$0.00	0.00	\$0.00
55	CONNECT TO EXISTING PIPE	EACH	\$1,350.00	7.00	\$9,450.00		\$0.00	2.00	\$2,700.00
TURF RESTORATION & EROSION CONTROL									
56	COMMON TOPSOIL BORROW	CU YD	\$34.00	312.00	\$10,608.00		\$0.00	369.00	\$12,546.00
57	SEEDING	ACRE	\$950.00	0.39	\$370.50	0.15	\$142.50	0.39	\$370.50
58	SEED MIX 25-151	POUND	\$5.46	98.00	\$535.08	39.00	\$212.94	123.00	\$671.58
59	HYDRAULIC BONDED FIBER MATRIX	POUND	\$2.00	975.00	\$1,950.00	540.00	\$1,080.00	1,350.00	\$2,700.00
60	COMMERCIAL FERTILIZER TYPE 3	POUND	\$0.95	156.00	\$148.20	62.00	\$58.90	206.00	\$195.70
61	TEMPORARY SEEDING	ACRE	\$200.00	0.39	\$78.00		\$0.00	0.00	\$0.00
62	SEED MIX 21-111	POUND	\$0.95	25.00	\$23.75		\$0.00	25.00	\$23.75
63	HYDRAULIC MULCH	POUND	\$0.75	975.00	\$731.25		\$0.00	450.00	\$337.50
64	STREET SWEEPING	HOURL	\$165.00	5.00	\$825.00		\$0.00	10.00	\$1,650.00
65	SILT FENCE	LIN FT	\$3.00	711.00	\$2,133.00		\$0.00	750.00	\$2,250.00
66	INLET PROTECTION	EACH	\$155.00	6.00	\$930.00		\$0.00	9.00	\$1,395.00
67	CONSTRUCTION EXIT	EACH	\$950.00	1.00	\$950.00		\$0.00	1.00	\$950.00
TOTAL BASE BID					\$432,567.59		\$1,770.34		\$457,746.53
ALTERNATE 1 - NORWOOD & 8TH STREET TO NORWOOD & 11TH STREET									
GENERAL									
68	MOBILIZATION	LUMP SUM	\$4,140.00	1.00	\$4,140.00		\$0.00	1.00	\$4,140.00
69	TRAFFIC CONTROL	LUMP SUM	\$1,500.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
70	CLEARING	ACRE	\$11,500.00	0.08	\$920.00		\$0.00	0.08	\$920.00
71	GRUBBING	ACRE	\$7,550.00	0.08	\$604.00		\$0.00	0.08	\$604.00
72	CLEARING	TREE	\$650.00	5.00	\$3,250.00		\$0.00	7.00	\$4,550.00
73	GRUBBING	TREE	\$150.00	8.00	\$1,200.00		\$0.00	8.00	\$1,200.00
74	SALVAGE LANDSCAPE	SQ YD	\$35.00	9.00	\$315.00		\$0.00	0.00	\$0.00
75	REMOVE HYDRANT	EACH	\$750.00	1.00	\$750.00		\$0.00	1.00	\$750.00
76	REMOVE SIGN	EACH	\$85.00	5.00	\$425.00		\$0.00	6.00	\$510.00
77	REMOVE CONCRETE WALK	SQ FT	\$2.50	614.00	\$1,535.00		\$0.00	650.00	\$1,625.00
78	REMOVE CONCRETE STEPS	EACH	\$95.00	1.00	\$95.00		\$0.00	1.00	\$95.00
79	REMOVE CURB & GUTTER	LIN FT	\$2.80	215.00	\$602.00		\$0.00	283.00	\$792.40
80	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$12.50	50.00	\$625.00		\$0.00	68.00	\$850.00
81	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10.00	31.00	\$310.00		\$0.00	23.00	\$230.00
82	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$5.50	18.00	\$99.00		\$0.00	21.00	\$115.50
83	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	206.00	\$473.80		\$0.00	535.00	\$1,230.50
84	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$5.50	27.00	\$148.50		\$0.00	0.00	\$0.00
GRADING & SURFACING									
85	COMMON EXCAVATION	CU YD	\$17.50	1,086.00	\$19,005.00		\$0.00	1,086.00	\$19,005.00
86	CLASS 5 AGG BASE (CV)	CU YD	\$36.00	180.00	\$6,480.00		\$0.00	180.00	\$6,480.00
87	GRAVEL SURFACING (DRIVEWAY)	CU YD	\$40.00	3.00	\$120.00		\$0.00	3.00	\$120.00
88	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$99.00	171.00	\$16,929.00		\$0.00	228.00	\$22,572.00
89	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.40	58.00	\$139.20		\$0.00	51.00	\$122.40
90	BIT. PATCH SPECIAL 1 (STREET PAVEMENT)	SQ YD	\$36.00	52.00	\$1,872.00		\$0.00	53.00	\$1,908.00
91	BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$48.00	10.00	\$480.00		\$0.00	47.00	\$2,256.00
92	INSTALL CONCRETE STEPS	EACH	\$1,200.00	1.00	\$1,200.00		\$0.00	1.00	\$1,200.00
93	4 IN CONCRETE WALK	SQ FT	\$5.90	1,914.00	\$11,292.60		\$0.00	419.00	\$2,472.10
94	6 IN CONCRETE WALK	SQ FT	\$10.77	1,603.00	\$17,264.31		\$0.00	950.00	\$10,231.50
95	TRUNCATED DOMES	SQ FT	\$48.00	96.00	\$4,608.00		\$0.00	70.00	\$3,360.00
96	B618 CONCRETE CURB & GUTTER	LIN FT	\$32.00	215.00	\$6,880.00		\$0.00	283.00	\$9,056.00
97	8 IN CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$87.00	19.00	\$1,653.00		\$0.00	85.00	\$7,395.00
98	ADJUST CATCH BASIN	EACH	\$465.00	1.00	\$465.00		\$0.00	2.00	\$930.00
99	HYDRANT	EACH	\$6,751.00	1.00	\$6,751.00		\$0.00	1.00	\$6,751.00
100	6" WATER MAIN	LIN FT	\$67.10	12.00	\$805.20		\$0.00	12.00	\$805.20
101	INSTALL LANDSCAPE	SQ YD	\$66.00	9.00	\$594.00		\$0.00	0.00	\$0.00
102	SIGN PANELS TYPE C	SQ FT	\$180.00	31.50	\$5,670.00		\$0.00	31.50	\$5,670.00
103	SIGN TYPE SPECIAL	EACH	\$600.00	3.00	\$1,800.00		\$0.00	3.00	\$1,800.00

APPLICATION FOR PAYMENT NO. 6

PROJECT NO. BRDMN 149920
 OWNER CITY OF BRAINERD
 CONTRACTOR DECHANTAL EXCAVATING

CONTRACT FOR: 2022 CUYUNA LAKES STATE TRAIL EXTENSION

WEST SEGMENT

AGREEMENT DATE:

6/7/2022

FOR WORK ACCOMPLISHED THROUGH:

9/15/2023

ITEM	DESCRIPTION	UNIT	UNIT COST	CONTRACT		THIS PAYMENT		WORK TO DATE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
104	CROSSWALK MARKING - MULTI COMPONENT (WR)	SQ FT	\$9.80	450.00	\$4,410.00		\$0.00	450.00	\$4,410.00
105	4' VINYL COATED CHAIN LINK FENCE	LIN FT	\$61.05	200.00	\$12,210.00		\$0.00	210.00	\$12,820.50
106	MODULAR BLOCK RETAINING WALL	SQ FT	\$36.00	1,405.00	\$50,580.00		\$0.00	1,405.00	\$50,580.00
TURF RESTORATION & EROSION CONTROL									
107	COMMON TOPSOIL BORROW	CU YD	\$34.00	141.00	\$4,794.00		\$0.00	173.00	\$5,882.00
108	SEEDING	ACRE	\$950.00	0.17	\$161.50	0.07	\$66.50	0.17	\$161.50
109	SEED MIX 25-151	POUND	\$5.46	43.00	\$234.78	17.00	\$92.82	43.00	\$234.78
110	HYDRAULIC BONDED FIBER MATRIX	POUND	\$2.00	425.00	\$850.00	220.00	\$440.00	550.00	\$1,100.00
111	COMMERCIAL FERTILIZER TYPE 3	POUND	\$0.95	68.00	\$64.60	27.00	\$25.65	68.00	\$64.60
112	TEMPORARY SEEDING	ACRE	\$200.00	0.17	\$34.00		\$0.00	0.00	\$0.00
113	SEED MIX 21-111	POUND	\$0.95	11.00	\$10.45		\$0.00	11.00	\$10.45
114	HYDRAULIC MULCH	POUND	\$0.75	425.00	\$318.75		\$0.00	0.00	\$0.00
115	STREET SWEEPING	HOURL	\$165.00	10.00	\$1,650.00		\$0.00	15.00	\$2,475.00
116	SILT FENCE	LIN FT	\$3.00	167.00	\$501.00		\$0.00	0.00	\$0.00
117	INLET PROTECTION	EACH	\$155.00	5.00	\$775.00		\$0.00	9.00	\$1,395.00
TOTAL ALTERNATE 1					\$197,594.69		\$624.97		\$200,380.43
CHANGE ORDER NO. 1									
118	4" SOLID LINE PAINT	LIN FT	\$2.02	1,620.00	\$3,272.40	13.00	\$26.26	1,593.00	\$3,217.86
119	CREW DOWN TIME - DAMAGED WATER LINE	HOURL	\$1.00	600.60	\$600.60		\$0.00	600.60	\$600.60
120	INSULATE WATER SERVICE LINE	HOURL	\$3.00	513.33	\$1,539.99		\$0.00	513.33	\$1,539.99
121	INSULATE WATER SERVICE LINE	LUMP SUM	\$450.92	1.00	\$450.92		\$0.00	1.00	\$450.92
122	WATER SERVICE LINE REPAIRS	HOURL	\$5.00	498.30	\$2,491.50		\$0.00	498.30	\$2,491.50
TOTAL CHANGE ORDER NO. 1					\$8,355.41		\$26.26		\$8,300.87
STORED MATERIALS									
	DESIGN ELECTRIC	LUMP SUM	\$4,879.55				\$0.00	0.00	\$0.00
TOTAL STORED MATERIALS							\$0.00		\$0.00
SUMMARY									
TOTAL BASE BID					\$432,567.59		\$1,770.34		\$457,746.53
TOTAL ALTERNATE 1					\$197,594.69		\$624.97		\$200,380.43
CHANGE ORDER NO. 1					\$8,355.41		\$26.26		\$8,300.87
STORED MATERIALS							\$0.00		\$0.00
TOTAL					\$638,517.69		\$2,421.57		\$666,427.83

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute. In accordance with Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

Gross Amount Due \$666,427.83

Less Retainage \$0.00

Amount Eligible to Date \$666,427.83

Less Previous Payments **\$630,805.95****Amount Due This Application \$35,621.88**

SUBMITTED DECHANTAL EXCAVATING
 PO BOX 315
 BRAINERD, MN 56401

BY: 

DATE: 10-2-23

RECOMMENDED SEH
 416 SOUTH 6TH STREET, SUITE 101
 BRAINERD, MN 56401

BY: 

DATE: 10/06/2023

APPROVED CITY OF BRAINERD
 501 LAUREL STREET
 BRAINERD, MN 56401

BY: _____

DATE: _____



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Approve Final Pay Request - Historic Water Tower Phase I

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 pay request for Phase I of the Historic Water Tower Rehabilitation. This phase included construction of the new roof in the tower bowl. The project included one Change Order for reconfiguring the secondary roof drain to meet plumbing codes.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The original bid for the project was for \$385,000. The Change Order for the secondary drain was for \$28,011.70. Total construction cost for the project was \$413,011.70. The City was granted \$162,043 from the Minnesota Historical Society towards this work. The Water Tower Committee committed to contributing \$60,914 towards the work in this phase. The City would be responsible for the remaining \$162,043 (50/50 grant match) and \$28,011.70 for the Change Order, totaling \$190,054.70.

The City originally committed \$300,000 towards the Water Tower project in 2018. The Council also authorized an additional \$200,000 to go towards completion of the windows, stairs, and electrical work needed. Of the total \$500,000 that the City has allocated, approximately \$235,000 remains should the Council approve the final pay request.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the Final Pay Request for the Historic Water Tower Phase I project in the amount of \$49,340.35

FINANCIAL IMPACT: \$49,340.35

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **SIX**

APPLICATION DATE: **09/30/2023**

PERIOD TO: **09/30/2023**

ARCHITECT'S PROJECT NO: **Brainerd Watertower**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
2	General Requirements	\$42,319.19	\$41,500.00	\$819.19	\$0.00	\$42,319.19	100.00%	\$0.00	\$2,115.96
3	Bonds, Permits, Insurance	\$8,234.74	\$8,234.74	\$0.00	\$0.00	\$8,234.74	100.00%	\$0.00	\$411.74
4	Mobilization	\$6,831.11	\$6,000.00	\$831.11	\$0.00	\$6,831.11	100.00%	\$0.00	\$341.56
5	Demolition	\$11,675.61	\$11,675.61	\$0.00	\$0.00	\$11,675.61	100.00%	\$0.00	\$583.78
6	Scaffolding	\$32,949.75	\$32,949.75	\$0.00	\$0.00	\$32,949.75	100.00%	\$0.00	\$1,647.49
7	Metals	\$190,360.69	\$190,360.69	\$0.00	\$0.00	\$190,360.69	100.00%	\$0.00	\$9,518.03
8	Rough Carpentry	\$42,564.30	\$42,564.30	\$0.00	\$0.00	\$42,564.30	100.00%	\$0.00	\$2,128.22
9	Roofing	\$45,526.86	\$45,526.86	\$0.00	\$0.00	\$45,526.86	100.00%	\$0.00	\$2,276.34
10	Plumbing	\$4,537.75	\$4,000.00	\$537.75	\$0.00	\$4,537.75	100.00%	\$0.00	\$226.89
11	CO#1 - Overflow Rain Leader	\$28,011.70	\$0.00	\$28,011.70	\$0.00	\$28,011.70	100.00%	\$0.00	\$1,400.59
PAGE TOTALS		\$413,011.70	\$382,811.95	\$30,199.75	\$0.00	\$413,011.70	100.00%	\$0.00	\$20,650.59

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

DATE: 08/25/2023

The undersigned hereby acknowledges receipt of the sum of \$4,797.60

CHECK ONLY ONE OR LINE 1 WILL APPLY.

 1. As partial payment for labor, skill and material furnished or to be furnished as of 04/18/2023

 2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

 3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Brainerd

Project Name/No.: Brainerd Water Tower - 22044

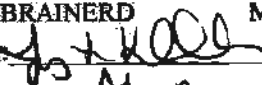
Address: 122 6th Street North, Brainerd, MN 56401

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: PIKE PLUMBING & HEATING

Address: PO BOX 452 830 BROOK STREET

Address: BRAINERD MN 56401

Signature: 

Title: Admin

Date: 8-30-23

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.

P.O. Box 621

Brainerd, MN 56401

www.hytecconstruction.com 218-829-5383 - Fax

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

20038

DATE: 12/29/2022

The undersigned hereby acknowledges receipt of the sum of \$20,977.06

CHECK ONLY ONE OR LINE 1 WILL APPLY.

 1. As partial payment for labor, skill and material furnished or to be
furnished as of 11/17/2022

 2. As payment for all labor, skill and material furnished or to be
furnished (except the sum of \$ retainage or holdback

☒ 3. As full and final payment for all labor, skill and material furnished or
to be furnished

To the following described real property: (legal description, street address or
project name and invoices)

Customer: City of Brainerd

Project Name/No.: Brainerd Water Tower - 22044

Address: 122 6th Street North, Brainerd, MN 56401

For value received the undersigned waives all rights acquired by the undersigned
to record a mechanic's lien against said real property for labor, skill, or
material furnished to said real property (only for the amount paid if line 1 is
checked, and except for retainage show if line 2 is checked). The undersigned
AFFIRMS that all material furnished by the undersigned has been paid for, AND
ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL,
EXCEPT:

By: Scaffold Service

Address: 2274 Capp Road

Address: St. Paul MN 55114

Signature: Paul KatenbergTitle: Branch PresidentDate: 3-23-2023

Note: If this instrument is executed by a corporation, it must be signed by an
officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.

P.O. Box 621

Brainerd, MN 56401

www.hytecconstruction.com 218-829-5383 - Fax

DATE: 02/28/2023

The undersigned hereby acknowledges receipt of the sum of \$5,104.85

CHECK ONLY ONE OR LINE 1 WILL APPLY.

 1. As partial payment for labor, skill and material furnished or to be
furnished as of 02/03/2023

 2. As payment for all labor, skill and material furnished or to be
furnished (except the sum of \$ retainage or holdback

☒ 3. As full and final payment for all labor, skill and material furnished or
to be furnished

To the following described real property:(legal description, street address or
project name and invoices)

Customer: City of Brainerd

Project Name/No.: Brainerd Water Tower - 22044

Address: 122 6th Street North, Brainerd, MN 56401

For value received the undersigned waives all rights acquired by the undersigned
to record a mechanic's lien against said real property for labor, skill, or
material furnished to said real property (only for the amount paid if line 1 is
checked, and except for retainage show if line 2 is checked). The undersigned
AFFIRMS that all material furnished by the undersigned has been paid for, AND
ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL,
EXCEPT:

By: Holden Electric Co. Inc.

Address: 7669 College Road

Address: BAXTER MN 56425-2688

Signature: Jalisa DonsbergTitle: Corp. SecretaryDate: 3/06/2023

Note: If this instrument is executed by a corporation, it must be signed by an
officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.

P.O. Box 621

Brainerd, MN 56401

www.hytecconstruction.com 218-829-5383 - Fax

DATE: 02/28/2023

The undersigned hereby acknowledges receipt of the sum of \$35,800.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

 1. As partial payment for labor, skill and material furnished or to be
furnished as of 01/23/2023

 2. As payment for all labor, skill and material furnished or to be
furnished (except the sum of \$ retainage or holdback

X 3. As full and final payment for all labor, skill and material furnished or
to be furnished

To the following described real property:(legal description, street address or
project name and invoices)

Customer: City of Brainerd

Project Name/No.: Brainerd Water Tower - 22044

Address: 122 6th Street North, Brainerd, MN 56401

For value received the undersigned waives all rights acquired by the undersigned
to record a mechanic's lien against said real property for labor, skill, or
material furnished to said real property (only for the amount paid if line 1 is
checked, and except for retainage show if line 2 is checked). The undersigned
AFFIRMS that all material furnished by the undersigned has been paid for, AND
ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL,
EXCEPT:

By: Thelen Heating & Roofing

Address: 1717 13th Street SE

Address: Brainerd MN 56401

Signature: 

Title: Richard Peterson - Vice President

Date: 03/09/23

Note: If this instrument is executed by a corporation, it must be signed by an
officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.

P.O. Box 621

Brainerd, MN 56401

www.hytecconstruction.com 218-829-5383 - Fax

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

20405

DATE: 02/28/2023

The undersigned hereby acknowledges receipt of the sum of \$9,098.08

CHECK ONLY ONE OR LINE 1 WILL APPLY.

 1. As partial payment for labor, skill and material furnished or to be furnished as of 12/07/2022

 2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

 3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Brainerd

Project Name/No.: Brainerd Water Tower - 22044

Address: 122 6th Street North, Brainerd, MN 56401

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: PIKE PLUMBING & HEATING

Address: PO BOX 452 830 BROOK STREET

Address: BRAINERD MN 56401

Signature: [Signature]

Title: Admin

Date: 3/10/23

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.

P.O. Box 621

Brainerd, MN 56401

www.hytecconstruction.com 218-829-5383 - Fax



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Approve SEH Amendment - TH 371B/Willow Street Roundabout

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: SEH is requesting a contract amendment for the TH 371B/Willow Street Roundabout project for the preliminary engineering phase. Staff was anticipating that we would be able to use the Phase I environmental site assessment, also called a "book review", from the previous S. 6th Street reconstruction project. However, staff anticipated that a Phase II environmental site assessment, typically pulling soil samples, would be needed and had the consultant include a cost for this in the proposal. In discussions with MnDOT, it was found that the MPCA would not allow for the previous Phase I ESA to be re-used on this project due to the time elapsed since the previous project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: SEH has prepared a cost proposal for the Phase I ESA, attached to this item. Some savings will be realized as the information from the previous Phase I ESA will be able to be utilized in preparation of the new report. The proposal is requesting a total cost of \$10,382.40 for the Phase I report, which typically cost between \$15-\$20k for a similar project. MnDOT would share 50% of the expense, similarly to the rest of the engineering as part of the agreement. Funds for the engineering would be State Aid eligible.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the amendment request for the Phase I ESA in the amount of \$10,382.40.

FINANCIAL IMPACT: \$5,191.20

TH371 B & Willow St RAB

Client: City of Brainerd
Date: September 26, 2023



Environmental Site Assessment Cost Proposal				
Project Role	Design Engineer	Enviro. Scientist	Staff Scientist	Cost / Hours
Base Hourly Rates	\$58.00	\$45.00	\$36.00	
Phase I Direct + Overhead Subtotal				\$8,806.40
A. Administration	4	2		6
B. Records Review		4	16	20
C. Site Reconnaissance			6	6
D. Interviews			2	2
E. Technical Report		10	26	36
Phase I Hours Subtotal	4	16	50	70
Phase II Direct + Overhead Subtotal				\$12,236.80
A. Administration	2			2
B. Site Visit			16	16
C. Report		20	62	82
Phase II Hours Subtotal	2	20	78	100
Total Project Hours	6	36	128	170
Direct + Overhead (220%) Total				\$21,043.20
Reimbursable Expenses:		Phase I Subtotal		\$1,576.00
		Phase II Subtotal		\$10,356.00
Total Project Cost (Not to Exceed):				\$32,975.20

TH371 B & Willow St RAB

Client: City of Brainerd
Date: September 26, 2023



Environmental Site Assessment Reimbursable Expenses						
Description	Quantity	Miles	Quantity X Miles	Unit	Unit Rate	Total Cost
Phase I						
Truck	5			Hour	\$75.00	\$375.00
Mileage	1	300	300	Mile	\$0.67	\$201.00
Environmental Database Report	1			Each	\$1,000.00	\$1,000.00
Phase I Subtotal						\$1,576.00
Phase II						
Truck	1	16	16	Hour	\$5.00	\$80.00
Mileage	1	300	300	Mile	\$0.67	\$201.00
*Geotechnical Evaluation	1			Each	\$6,500.00	\$6,500.00
Air Monitoring / PID	1			Day	\$75.00	\$75.00
GPS / R1	1			Day	\$40.00	\$40.00
4gas Meter	1			Day	\$25.00	\$25.00
Groundwater Filter	5			Each	\$20.00	\$100.00
Phase II Lab Analysis	1			Each	\$2,935.00	\$2,935.00
Analytic Shipping	1			Each	\$400.00	\$400.00
Phase II Subtotal						\$10,356.00
Total Reimbursable Expenses						\$11,932.00

*Cost will not be incurred if ESA Phase II Geotechnical work can be performed during Roadway Borings



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Review Classification of Non-Conservation Tax Forfeit Parcel

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 is a notice the city received from Crow Wing County related to a parcels that the County has deemed "non-conservation" and is intended for private sale to an adjacent property owner if the City has no objections to the classification.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The parcel is a 150 foot by 770 foot rectangular parcel on the south shore of the west portion of Gilbert Lake. The parcel is landlocked with the closest street access of McKay Road. The parcel actually lies within the First Assessment District and not within the City limits. However, it is likely that the County sent this notice in the event there was potential for the City to one day annex this parcel and if the City Council viewed the parcel as having future public use. Property can be held in conservation by the City if the City deems there is future public purpose for the parcel such as streets, trails, parks, etc.

Staff has reviewed this parcel and would agree with the "non-conservation" status of the parcel so that is able to be sold to an adjoining landowner and consolidated into the adjacent parcel 99330522. Staff does not see any future public purpose for the parcel listed, and the parcel would be better served sold to a private entity.

RECOMMENDED ACTION/MOTION: Staff recommends concurring with the non-conservation status of the parcel as described so that it may be sold to the adjacent property owner and consolidated with parcel number 99330522.

FINANCIAL IMPACT: N/A



September 22, 2023

RECEIVED

SEP 27 2023

CITY OF BRAINERD
ADMINISTRATION

City of Brainerd
Sherry Chisholm, Clerk
City Hall
501 Laurel Street
Brainerd, Minnesota 56401

Re: Classification to "Non-Conservation" and Future Direct Sale of a Non-Conforming Tax Forfeited Tract

Dear Ms. Bergman:

In the near future, the Crow Wing County Board of Commissioners will classify the tax forfeited tract(s), below, as "Non-Conservation" which is required prior to sale pursuant to MS 282.01.

The South 150.00 feet of the East 770.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, Township 134 North, Range 28 west, Crow Wing County, Minnesota.

Said parcel contains 2.65 acres, more or less, and is subject to all restrictions, reservations and easements of record, if any. Said parcel is not intended to be a stand-alone parcel and shall be consolidated with parcel number 99330522.

Before, however, Crow Wing County can proceed with its plans to offer this tract for sale, the city or township wherein these tracts lie, ***"must first approve the classification and intended sale"*** by the County Board. The city or township ***"is considered to have approved the classification and sale if the county board is not notified of the disapproval.....within 60 days of the date"*** of this letter.

If you respond within 60 days and do not support the County Board's action, ***"the County Board must follow the procedures in paragraphs (c) and (d), with regard to the parcel, and must additionally cause to be published in a newspaper a notice of the date, time, location, and purpose of the required meeting."***

Gary Griffin, Director
Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401

Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.us

According to MS 282.01, Subdivision 1, If the town or city *"fails to submit an application and a resolution of the board or governing body to acquire the property within the six month withholding period, the county may offer the property for sale upon expiration of the withholding period."*

Whenever tax forfeited land is proposed to be sold, a generic form letter containing the language above is mailed to the township or city wherein the tax forfeited land lies. The language, above, stipulates the Statutes which apply and does reference a PUBLIC SALE which is the typical sale method. IN THIS CASE, HOWEVER, CROW WING COUNTY PLANS TO PURSUE A POSSIBLE ALTERNATE SALE PROCEDURE PURSUANT TO MS 282.01, SUBD 7A, WHICH ALLOWS THE COUNTY BOARD TO SELL A NON-CONFORMING TRACT TO AN ADJOINING LANDOWNER.

The tax forfeited tract.....

- Is 2.65 acre in size.
- Forfeited 01/25/1937
- The adjacent owner to the south would like to pursue a direct purchase.

Please review the tax forfeited tract, attached, and inform this Department of your approval or disapproval of the County Board's future action to classify said tract to a "non-conservation" status with intentions to sell a portion directly to an adjoining landowner.

If you have further questions, please give me a call.

Sincerely,

Alex Gorman
Environmental Services Coordinator
Office: (218) 824-1010
Direct: (218) 824-1008

Encl: map

Gary Griffin, Director
Land Services Department
322 Laurel Street, Suite 15
Brainerd, MN 56401

Office: (218) 824-1010
Fax: (218) 824-1126
www.crowwing.us



Legal Description - Proposed parcel to be conveyed

The South 150.00 feet of the East 770.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, Township 134 North, Range 28 West, Crow Wing County, Minnesota.

Said parcel contains 3.65 acres, more or less, and is subject to all restrictions, reservations and easements of record, if any. Said parcel is not intended to be a stand-alone parcel, and shall be conveyed with parcel number 99330522.

NO.	REVISIONS/REVISION DATE OF	DATE

KLD
KLEIN, LEE & DEER
REGISTERED PROFESSIONAL LAND SURVEYORS
MINNESOTA
PROJECT NO. CROWC2301

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A duly LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *James Kleen* 2/26/2023
James Kleen, License No. 23488 Date

EXHIBIT
Sketch of Description

Crow Wing County
Section 28, Township 134 North, Range 28 West
Crow Wing County, Minnesota

Sheet No. 1 of 1



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Approve Easements, Plans and Specifications and Authorize Bidding - Imp 21-15 Buffalo Hills Gully Remediation

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 request is the Cover Sheet and Plan Sheets for the Buffalo Hills Gully Remediation project. Staff has met with SWCD, MnDNR, and the USACE to discuss the project and get approval from those entities. Staff is waiting on final concurrence from the USACE but is expected shortly. Also attached to the item are the temporary and permanent easements obtained by the adjacent property owners to the project. The temporary construction easement will provide contractor access to perform the work in the plans. The permanent easements will provide access to City staff for long-term maintenance of the new storm sewer facility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Included in the attachments is an Engineer's Estimate for the project. The total project cost, including 15% contingency, is expected to be \$1,300,550. Of this amount, the City has been awarded \$905,000 in BWSR Clean Water funding. The remaining project costs would plan to be funded using Storm Water Utility funding.

RECOMMENDED ACTION/MOTION: Staff recommends approving the temporary and permanent easements attached, approving the plans and specifications, and authorizing bidding of the project. A planned bid opening date has not yet been determined.

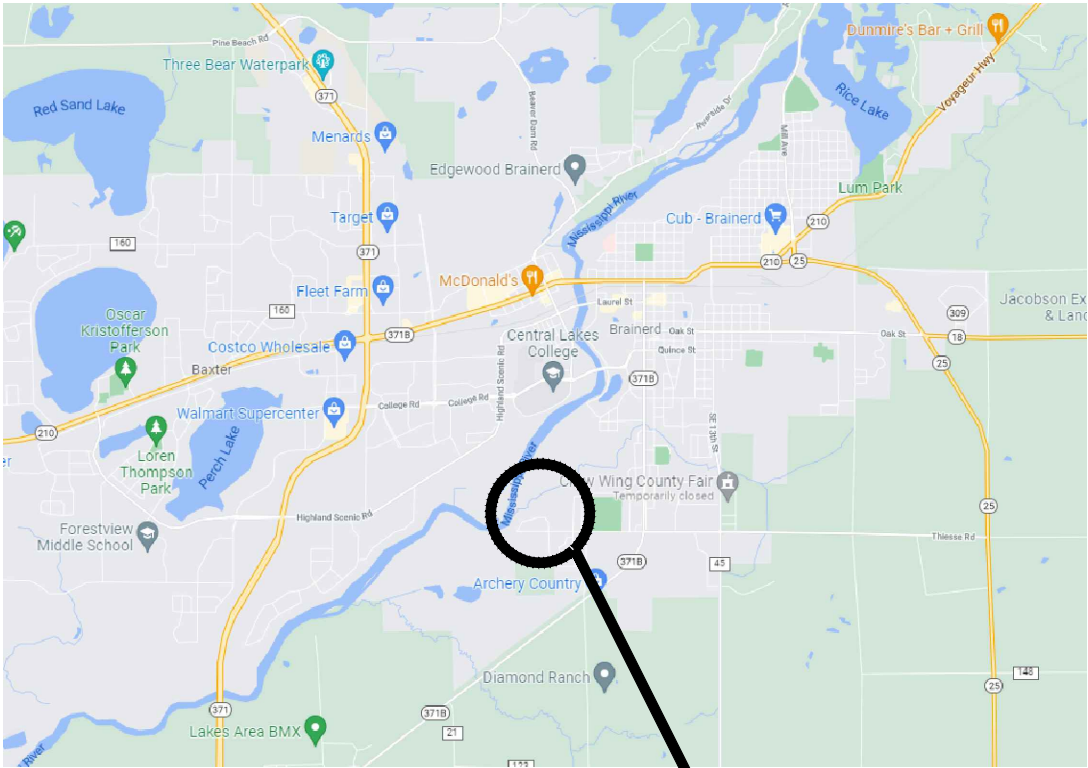
FINANCIAL IMPACT: N/A

BUFFALO HILLS GULLY STORM SEWER

CITY OF BRAINERD BRAINERD, MINNESOTA 2023

CLIENT:
CITY OF BRAINERD, MINNESOTA JESSIE DEHN, CITY ENGINEER 501 LAUREL STREET, BRAINERD, MN
ENGINEER
HR GREEN INC., 2550 UNIVERSITY AVENUE WEST SUITE 400N SAINT PAUL, MINNESOTA 55114 PHONE: (651) 644-4389
CONNER DUNTEMAN, P.E. - PROJECT ENGINEER PHONE: (651) 659-7705

LOCATION MAP

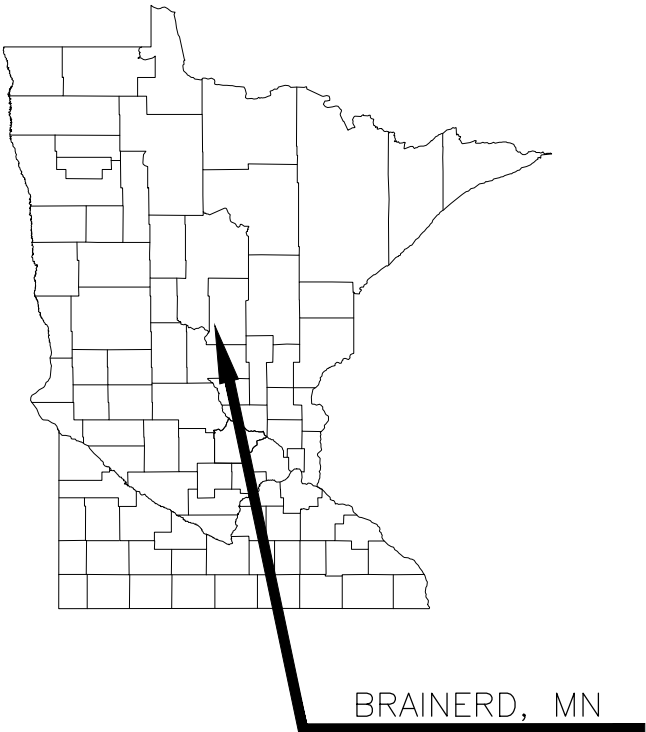


NO SCALE

PROJECT LOCATION

SHEET INDEX

SHEET NUMBER	SHEET TITLE
100	COVER & SHEET INDEX
101	LEGEND ABBREVIATIONS & NOTES
102	PIPE AND STRUCTURE DATA
103	ALIGNMENT, POINT STAKING, & QUANTITIES TABLES
104	PROPOSED PROJECT LAYOUT
105	CHANNEL P&P - STA 0+00 - STA 6+00
106	CHANNEL P&P - STA 6+00 - STA 12+00
107	CHANNEL P&P - STA 12+00 - STA 16+00
108	EXISTING STORM CONNECTIONS
109	RIP RAP DETAIL AND TYPICAL SECTION
110	TURF ESTABLISHMENT & PLANTING PLAN
111	EROSION CONTROL PLAN
112	EROSION CONTROL DETAILS
113	EROSION CONTROL DETAILS
114	PIPE BEDDING DETAILS
115	PIPE TIE DETAILS
116	STORM WATER POLLUTION PREVENTION PLAN
117	STORM WATER POLLUTION PREVENTION PLAN
118	STORM WATER POLLUTION PREVENTION PLAN



THE 2020 EDITION OF THE MINNESOTA
DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR
CONSTRUCTION" SHALL GOVERN.

100% PLAN
BID SET

DRAWN BY: JJC	JOB DATE: 2023
APPROVED: CJD	JOB NUMBER: 201531
CAD DATE: 8/23/2023 2:29:03 PM	
CAD FILE: J:\2020\201531\CAD\Drawings\100.dwg	

NO.	DATE	BY	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: 

DATE: 08/25/2023 CONNER DUNTEMAN REG. NO. 60006



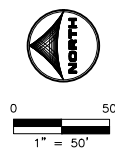
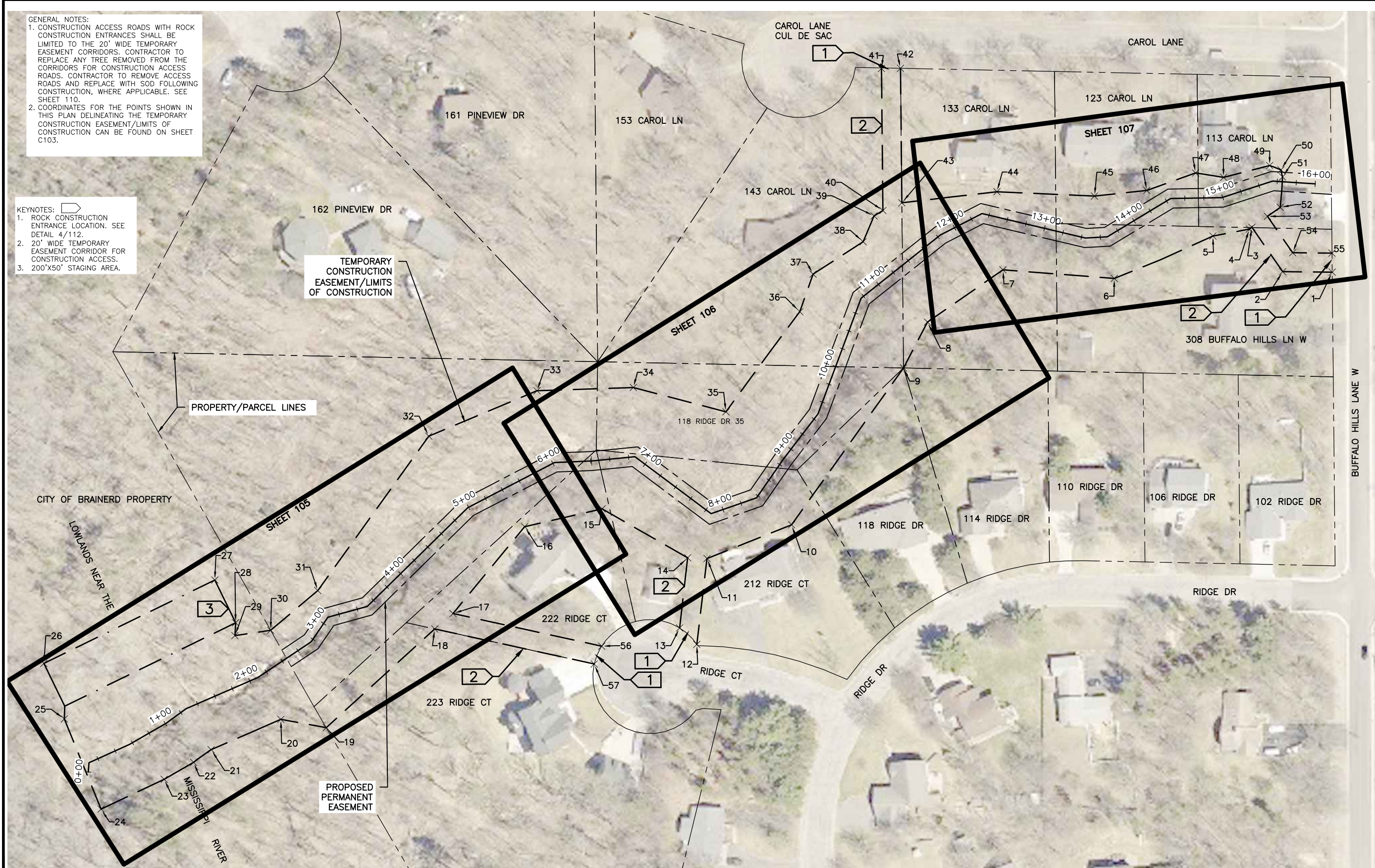
BUFFALO HILLS GULLY STORM SEWER
CITY OF BRAINERD BRAINERD, MINNESOTA

CIVIL
COVER & SHEET INDEX

SHEET NO.
100

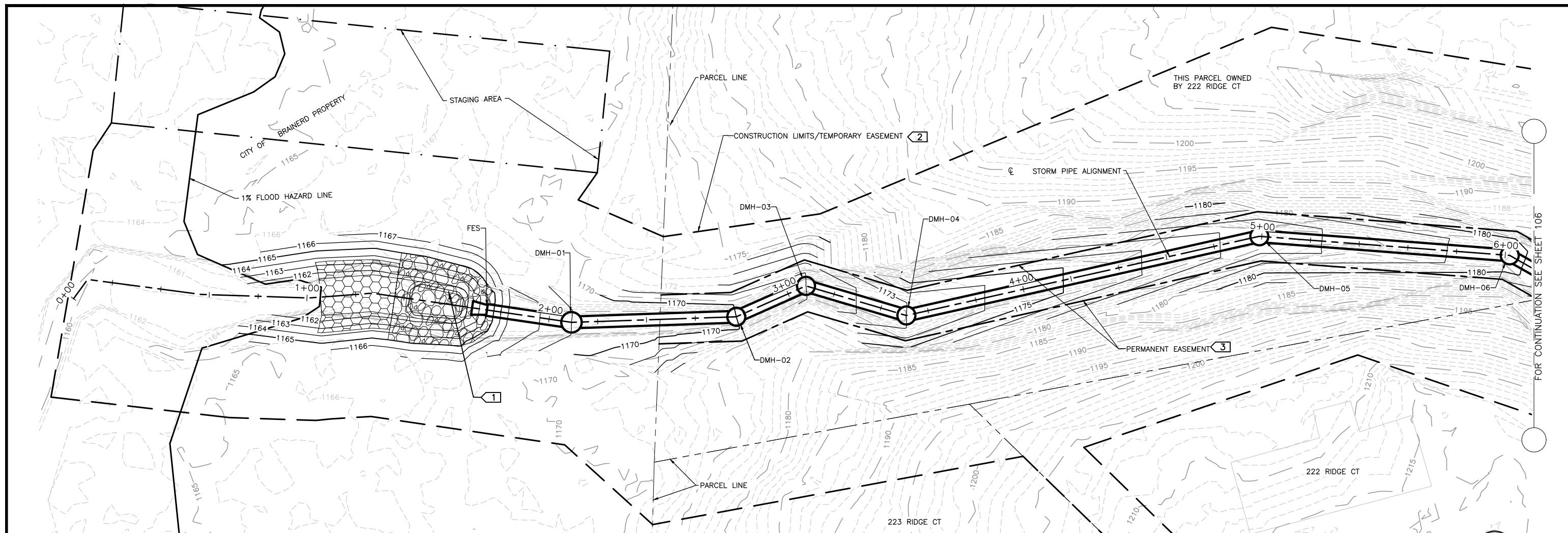
KEYNOTES: 

1. ROCK CONSTRUCTION ENTRANCE LOCATION. SEE DETAIL 4/112.
2. 20' WIDE TEMPORARY EASEMENT CORRIDOR FOR CONSTRUCTION ACCESS.
3. 200'X50' STAGING AREA.



100% PLAN
BID SET

DRAWN BY: JJC	JOB DATE: 2023	<table><tr><td>NO.</td><td>DATE</td><td>BY</td><td>REVISION DESCRIPTION</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	DATE	BY	REVISION DESCRIPTION													I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNATURE:  DATE: 08/25/2023 CONNER C. BOUHMAN REG. NO. 60006	 HRGreen.com 	BUFFALO HILLS GULLY STORM SEWER CITY OF BRAINERD BRAINERD, MINNESOTA	CIVIL PROPOSED PROJECT LAYOUT	SHEET NO. 104
NO.	DATE		BY	REVISION DESCRIPTION																			
APPROVED: CJD	JOB NUMBER: 201531																						
CAD DATE: 7/11/2023 3:52:30 PM																							
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- KEYNOTES: 
1. RIP RAP APRON. SEE DETAIL 1/109.
 2. FOR THE BOUNDS OF THE CONSTRUCTION EASEMENT/LIMITS OF CONSTRUCTION, SEE SHEET 104 AND THE POINTS STAKING LIST ON SHEET 103. ALL CONSTRUCTION, INGRESS AND EGRESS SHALL BE

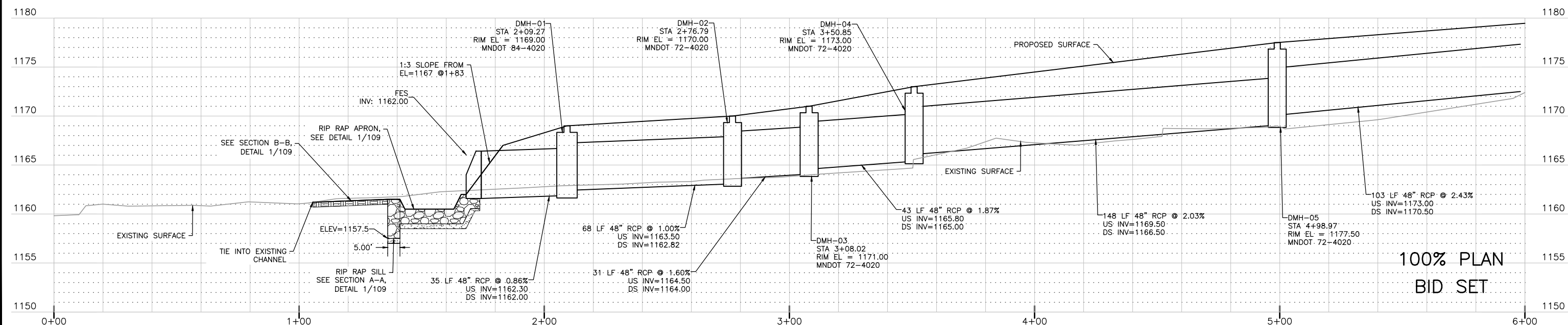
3. THE PERMANENT EASEMENT IS A 20' WIDE CORRIDOR CENTERED ON THE STORM SEWER ALIGNMENT SHOWN ON SHEET 104. NO STORM MH'S OR STORM PIPES MAY BE LOCATED OUTSIDE OF THAT EASEMENT CORRIDOR.

- GENERAL NOTES:
1. ALL LINEAR PIPE LENGTH MEASUREMENTS ARE MEASURED FROM CENTER OF MH STRUCTURE TO CENTER OF MH STRUCTURE.
 2. SEE PAGE 101 FOR LEGEND.

3. SEE SHEET 102 FOR MH AND PIPE DATA.
4. SEE SHEET 103 FOR PIPE CENTER LINE ALIGNMENT DATA.
5. INSTALL INLET PROTECTION DEVICES AT ALL STOOL GRATE INLETS. SEE DETAIL 1/111.

6. MAINTAIN SILT FENCE DOWNSTREAM OF CONSTRUCTION ACTIVITY ACROSS GULLY BOTTOM AND A MINIMUM OF 3 VERTICAL FEET UP SIDE SLOPES.

7. GRADE CHANNEL BOTTOM IN A STRAIGHT GRADE FROM MH RIM TO THE NEXT MH RIM ACCORDING TO THEIR RIM ELEVATION AS SHOWN ON THE PROFILE UNLESS NOTED OTHERWISE.



DRAWN BY: JJC
APPROVED: CJD
CAD DATE: 8/23/2023 3:55:05 PM
CAD FILE: J:\2020\201531\CAD\Drawings\C\105.dwg

NO.	DATE	BY	REVISION DESCRIPTION

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

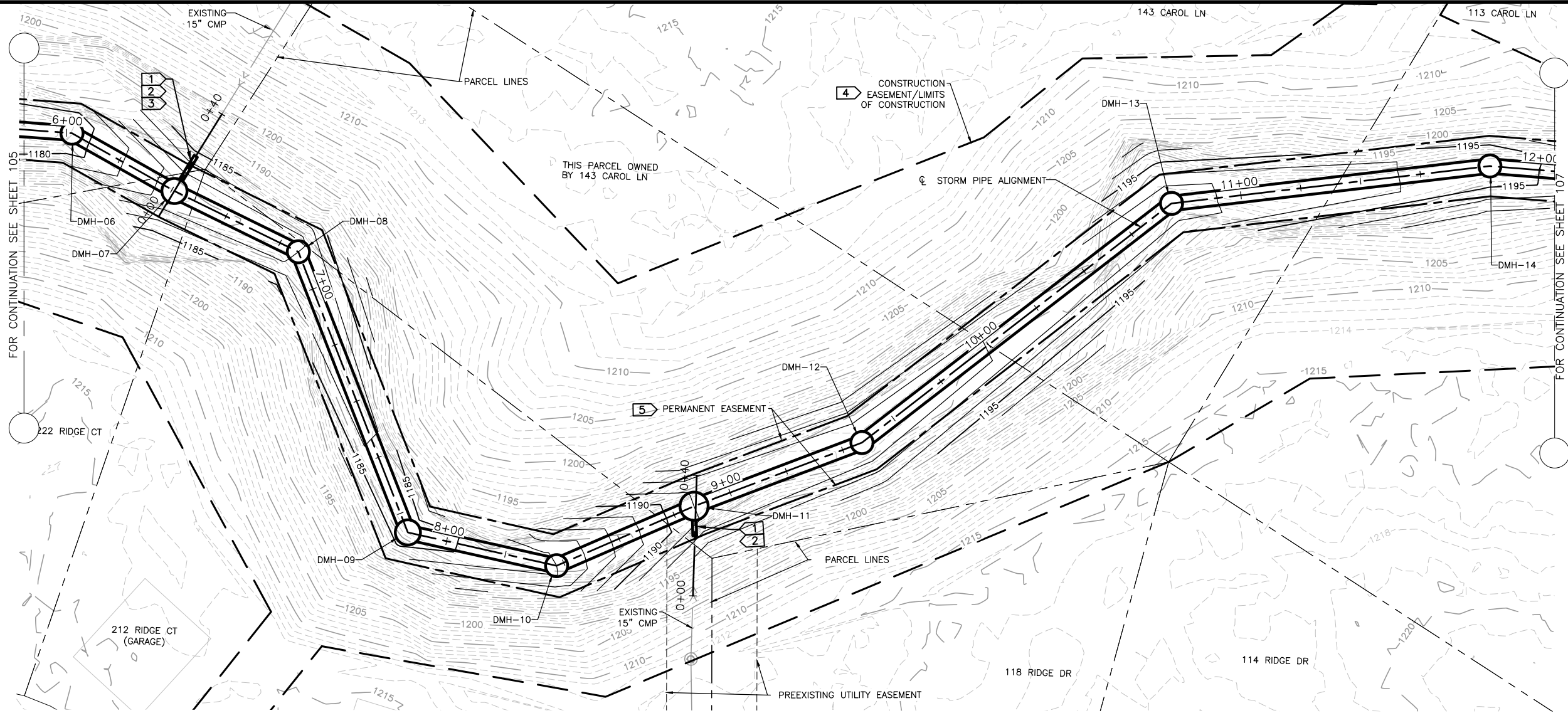
SIGNATURE: 
DATE: 08/25/2023
REG. NO. 60006



BUFFALO HILLS GULLY STORM SEWER
CITY OF BRAINERD
BRAINERD, MINNESOTA

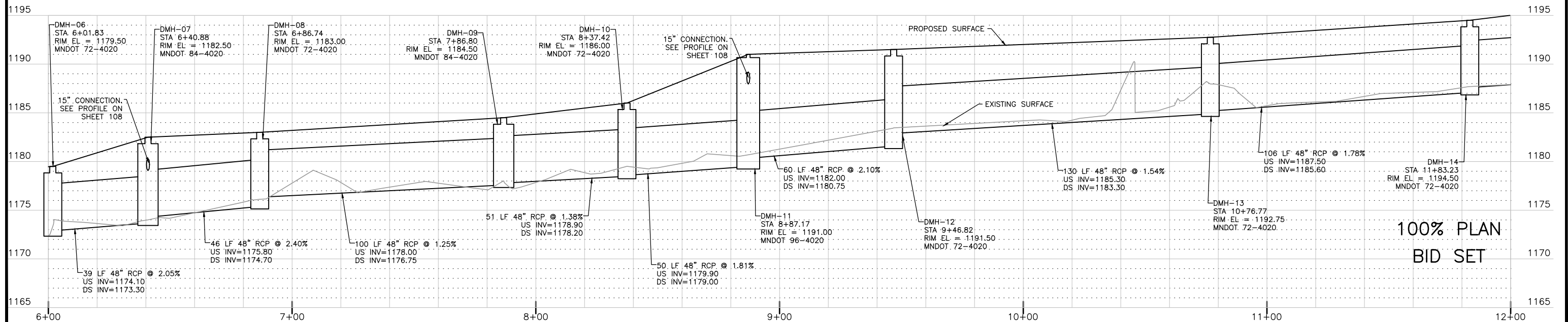
CIVIL
CHANNEL P&P - STA 0+00 - STA 6+00

SHEET NO.
105

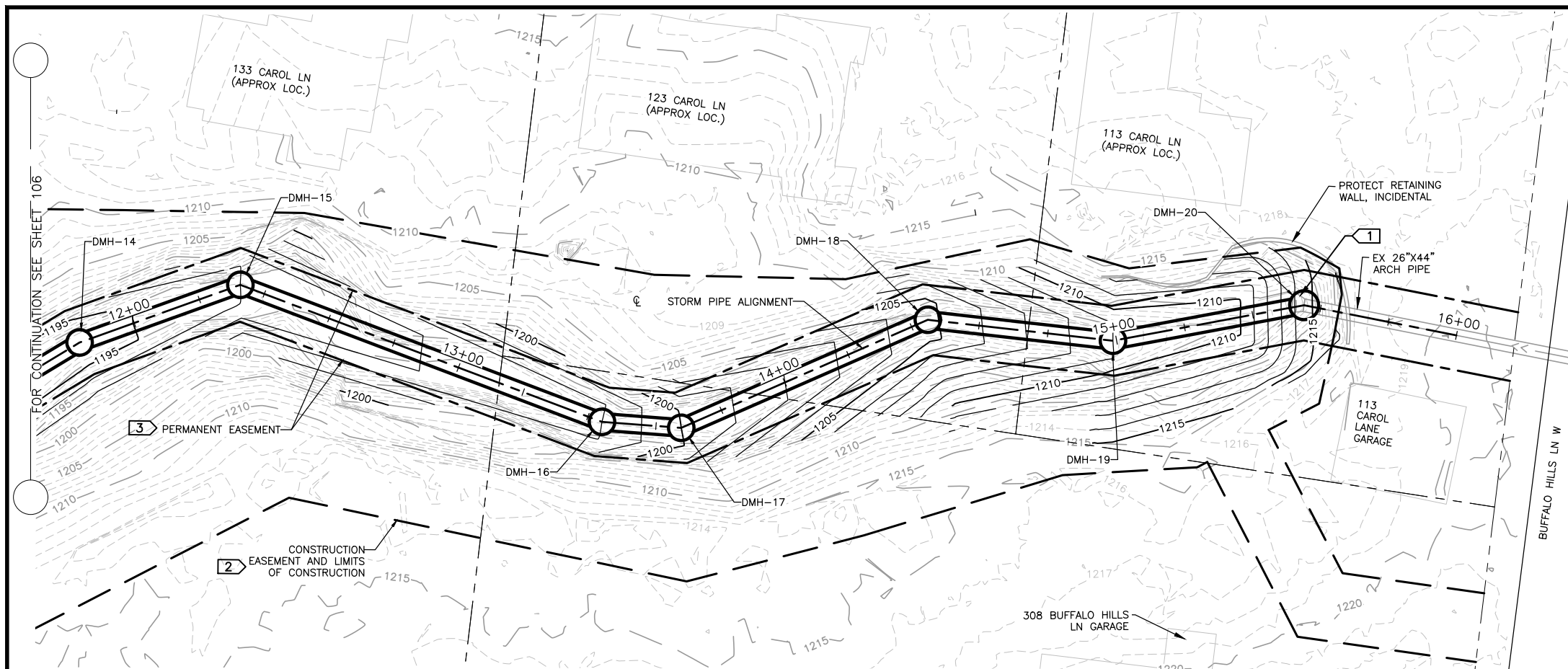


- GENERAL NOTES:
1. ALL LINEAR PIPE LENGTH MEASUREMENTS ARE MEASURED FROM CENTER OF MH STRUCTURE TO CENTER OF MH STRUCTURE.
 2. SEE PAGE 101 FOR LEGEND.
 3. SEE SHEET 102 FOR MH AND PIPE DATA.
 4. SEE SHEET 103 FOR PIPE ALIGNMENT DATA.
 5. INSTALL INLET PROTECTION DEVICES AT ALL STUOL GRATE INLETS. SEE DETAIL 1/111.
 6. MAINTAIN SILT FENCE DOWNSTREAM OF CONSTRUCTION ACTIVITY ACROSS GULLY BOTTOM AND A MINIMUM OF 3 VERTICAL FEET UP SIDE SLOPES.
 7. GRADE CHANNEL BOTTOM IN A STRAIGHT GRADE FROM MH RIM TO THE NEXT MH RIM ACCORDING TO THEIR RIM ELEVATION AS SHOWN ON THE PROFILE UNLESS NOTED OTHERWISE.

- KEYNOTES:
1. FOR CONNECTION OF EXISTING 15" STORM PIPES, SEE SHEET 108.
 2. REMOVE METAL APRON & CONNECT TO EXISTING STORM SEWER.
 3. SALVAGE RANDOM RIP RAP.
 4. FOR THE BOUNDS OF THE CONSTRUCTION EASEMENT/LIMITS OF CONSTRUCTION, SEE SHEET 104 AND THE POINTS STAKING LIST ON SHEET 103. ALL CONSTRUCTION, INGRESS AND EGRESS SHALL BE PERFORMED WITHIN THESE LIMITS.
 5. THE PERMANENT EASEMENT IS A 20' WIDE CORRIDOR CENTERED ON THE STORM SEWER ALIGNMENT SHOWN ON SHEET 104. NO STORM MH'S OR STORM PIPES MAY BE LOCATED OUTSIDE OF THAT EASEMENT CORRIDOR EXCEPTING THE CONNECTIONS TO THE EXISTING 15" CMPS.

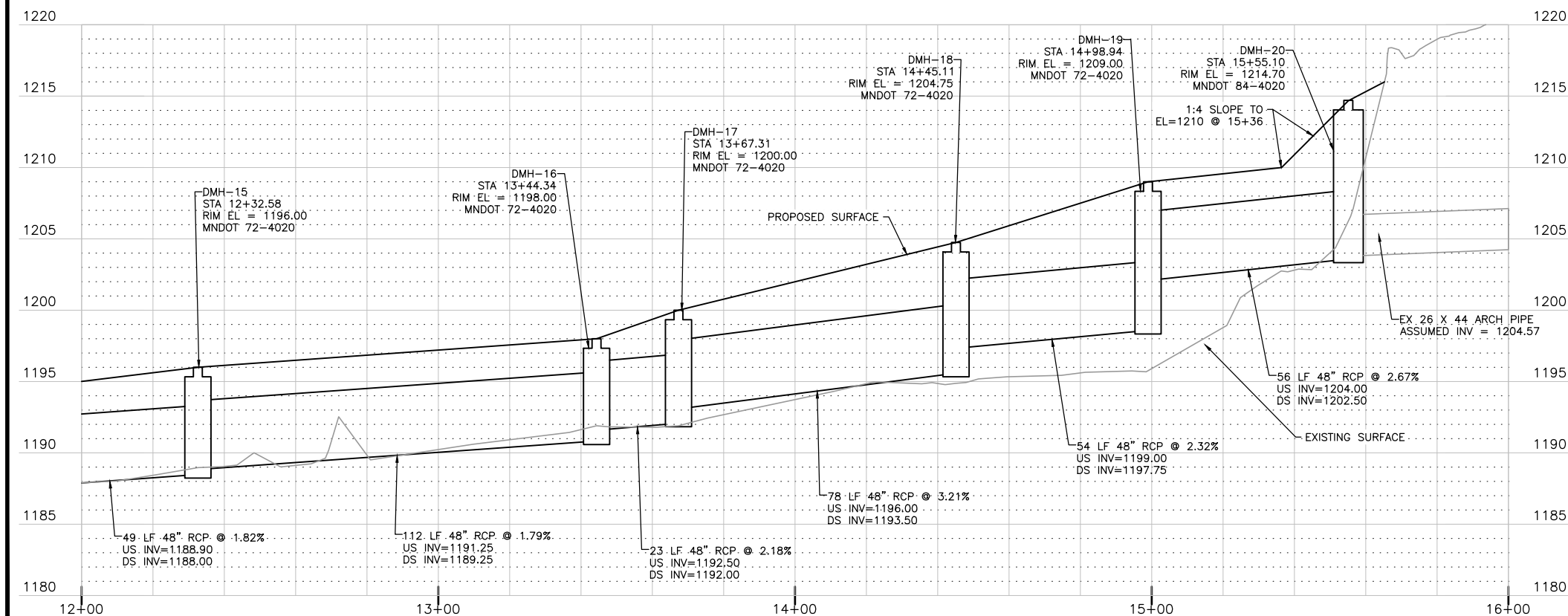


DRAWN BY: JJC	JOB DATE: 2023	<table border="1"><thead><tr><th>NO.</th><th>DATE</th><th>BY</th><th>REVISION DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	NO.	DATE	BY	REVISION DESCRIPTION													HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNATURE: <i>Conner Cabotman</i> DATE: 08/25/2023 REG. NO. 60006	 HRGreen.com	BUFFALO HILLS GULLY STORM SEWER CITY OF BRAINERD BRAINERD, MINNESOTA	CIVIL CHANNEL P&P - STA 6+00 - STA 12+00	SHEET NO. 106
NO.	DATE		BY	REVISION DESCRIPTION																			
APPROVED: CJD	JOB NUMBER: 201531																						
CAD DATE: 8/23/2023 3:55:33 PM																							
CAD FILE: J:\2020\201531\CAD\Drawings\C\106.dwg																							



- GENERAL NOTES:
1. ALL LINEAR PIPE LENGTH MEASUREMENTS ARE MEASURED FROM CENTER OF MH STRUCTURE TO CENTER OF MH STRUCTURE.
 2. SEE SHEET 101 FOR LEGEND.
 3. SEE SHEET 102 FOR MH AND PIPE DATA.
 4. SEE SHEET 103 FOR PIPE CENTER LINE ALIGNMENT DATA.
 5. INSTALL INLET PROTECTION DEVICES AT ALL STUOL GRATE INLETS. SEE DETAIL 1/111.
 6. MAINTAIN SILT FENCE DOWNSTREAM OF CONSTRUCTION ACTIVITY ACROSS GULLY BOTTOM AND A MINIMUM OF 3 VERTICAL FEET UP SIDE SLOPES.
 7. GRADE CHANNEL BOTTOM IN A STRAIGHT GRADE FROM MH RIM TO THE NEXT MH RIM ACCORDING TO THEIR RIM ELEVATION AS SHOWN ON THE PROFILE UNLESS NOTED OTHERWISE.

- KEYNOTES:
1. REMOVE CONCRETE APRON.
 2. FOR THE BOUNDS OF THE CONSTRUCTION EASEMENT/LIMITS OF CONSTRUCTION, SEE SHEET 104 AND THE POINTS STAKING LIST ON SHEET 103. ALL CONSTRUCTION, INGRESS AND EGRESS SHALL BE PERFORMED WITHIN THESE LIMITS.
 3. THE PERMANENT EASEMENT IS A 20' WIDE CORRIDOR CENTERED ON THE STORM SEWER ALIGNMENT SHOWN ON SHEET 104. NO STORM MH'S OR STORM PIPES MAY BE LOCATED OUTSIDE OF THAT EASEMENT CORRIDOR.



100% PLAN
BID SET

DRAWN BY: JJC		JOB DATE: 2023	
APPROVED: CJD		JOB NUMBER: 201531	
CAD DATE: 8/23/2023 2:28:14 PM			
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NO.	DATE	BY	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: 

DATE: 08/25/2023 CONNER CABOTEMAN REG. NO. 60006



BUFFALO HILLS GULLY STORM SEWER

CITY OF BRAINERD
BRAINERD, MINNESOTA

CIVIL

CHANNEL P&P - STA 12+00 - STA 16+00

SHEET NO.

107

**100% DESIGN LEVEL
BUFFALO HILLS GULLY COST ESTIMATE
August 25, 2023**

Prepared by HR Green

ITEM NO.	MN DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	2101.501	Clearing	ACRE	4.4	\$ 5,000	\$21,850
2	2101.501	Grubbing	ACRE	4.4	\$ 5,000	\$21,850
3	2104.502	Remove Concrete Apron	EA	1	\$ 410	\$410
4	2104.502	Remove Metal Apron	EA	2	\$ 230	\$460
5	2104.607	Salvage Random Riprap	CY	20	\$ 50	\$1,000
6	2105.501	Common Excavation	CY	250	\$ 10	\$2,500
7	2106.507	Common Embankment (CV)	CY	3206	\$ 15	\$48,096
8	2118.507	Aggregate Class 5 (CV)	CY	107	\$ 77	\$8,213
9	2451.511	Fine Filter Aggregate	CY	494	\$ 58	\$28,648
10	2451.511	Coarse Filter Aggregate	CY	23	\$ 65	\$1,505
11	2501.502	48" RCP End Section	EA	1	\$ 3,500	\$3,500
12	2501.602	Pipe Ties - Flat Bar	EA	9	\$ 400	\$3,600
13	2503.503	48" RCP CL II	LF	1,382	\$ 300	\$414,600
14	2503.503	15" CMP	LF	23	\$ 115	\$2,691
15	2503.602	Connect to Existing Storm Sewer	EA	3	\$ 1,500	\$4,500
16	2506.502	Casting Assembly	EA	20	\$ 1,000	\$20,000
17	2511.501	72-4020	LF	119	\$ 1,400	\$166,040
18	2511.501	84-4020	LF	29	\$ 1,800	\$51,300
19	2511.501	96-4020	LF	12	\$ 2,400	\$27,600
20	2511.507	9" Crushed, Washed Limestone (Class III RipRap)	CY	71	\$ 100	\$7,083
21	2571.524	Deciduous Tree 6' Ht Cont	TREE	20	\$ 500	\$10,000
22	2573.503	Sediment Control Log Type Compost	LF	590	\$ 4	\$2,360
23	2573.503	Storm Drain Inlet Protection	EA	5	\$ 200	\$1,000
24	2573.503	Silt Fence Type HI	LF	1827	\$ 6	\$10,962
25	2574.507	Common Topsoil Borrow	CY	1361	\$ 30	\$40,833
26	2574.508	Fertilizer Type 4	LB	487	\$ 2	\$975
27	2575.501	Seeding (Planting Zone A)	ACRE	0.8	\$ 300	\$228
28	2575.501	Seeding (Planting Zone B)	ACRE	3.3	\$ 300	\$990
29	2575.502	MNDOT Seed Mix 36-711	LB	117.1	\$ 30	\$3,514
30	2575.502	MNDOT Seed Mix 33-361	LB	26.6	\$ 32	\$852
31	2575.504	Sodding Type Lawn	SY	1095	\$ 9	\$9,859
32	2575.505	Seeding	ACRE	4.1	\$ 500	\$2,030
33	2575.604	Rolled Erosion Prevention Category 25	SY	1536	\$ 3	\$4,607
34	2575.604	Rolled Erosion Prevention Category 45	SY	2457	\$ 3	\$7,371
35	2575.604	Rolled Erosion Prevention Category 47	SY	100	\$ 6	\$600
36	2577.502	Live Stakes	EA	1200	\$ 9	\$10,800
		Subtotal				\$942,428
		Mobilization	LS	1	20%	\$188,486
		Subtotal				\$1,130,913
		Contingency			15%	\$169,637
Opinion of Probable Cost						\$1,300,550



(Above space reserved for recording data)

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT GRANT is made by **Glendon D. and Connie L. Knowlen, Husband and Wife** ("Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: **41350536** (hereinafter referred to as the "**Parcel**"):

Lot 9 and 10, Block 1, **BUFFALO HILLS**

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.
2. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December

31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

3. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

4. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Temporary Construction Easement provided herein, free and clear of all other claims.

5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 30th day of January, 2023.

GLENDON D. AND CONNIE L. KNOWLEN, HUSBAND
AND WIFE

By: Glendon D. Knowlen

Its: OWNER

By: Connie L. Knowlen

Its: OWNER

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing

The foregoing instrument was acknowledged before me this 30th day of January, 2023, by Glendon & Connie Knowlen



Toni Marie Gage

Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

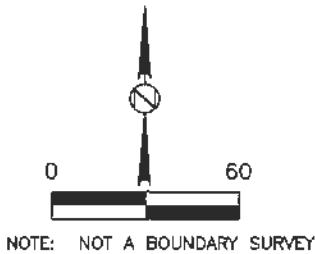
[Faint signature]
2023-01-30 10:00 AM

EXHIBIT A

A temporary easement for construction purposes over, under and across that part of the following described property:

Lots 9 and Lot 10, Block 1, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

The northeasterly 25.00 feet of said Lot 9 as measured by right angles to the northeasterly line of said Lot 9.

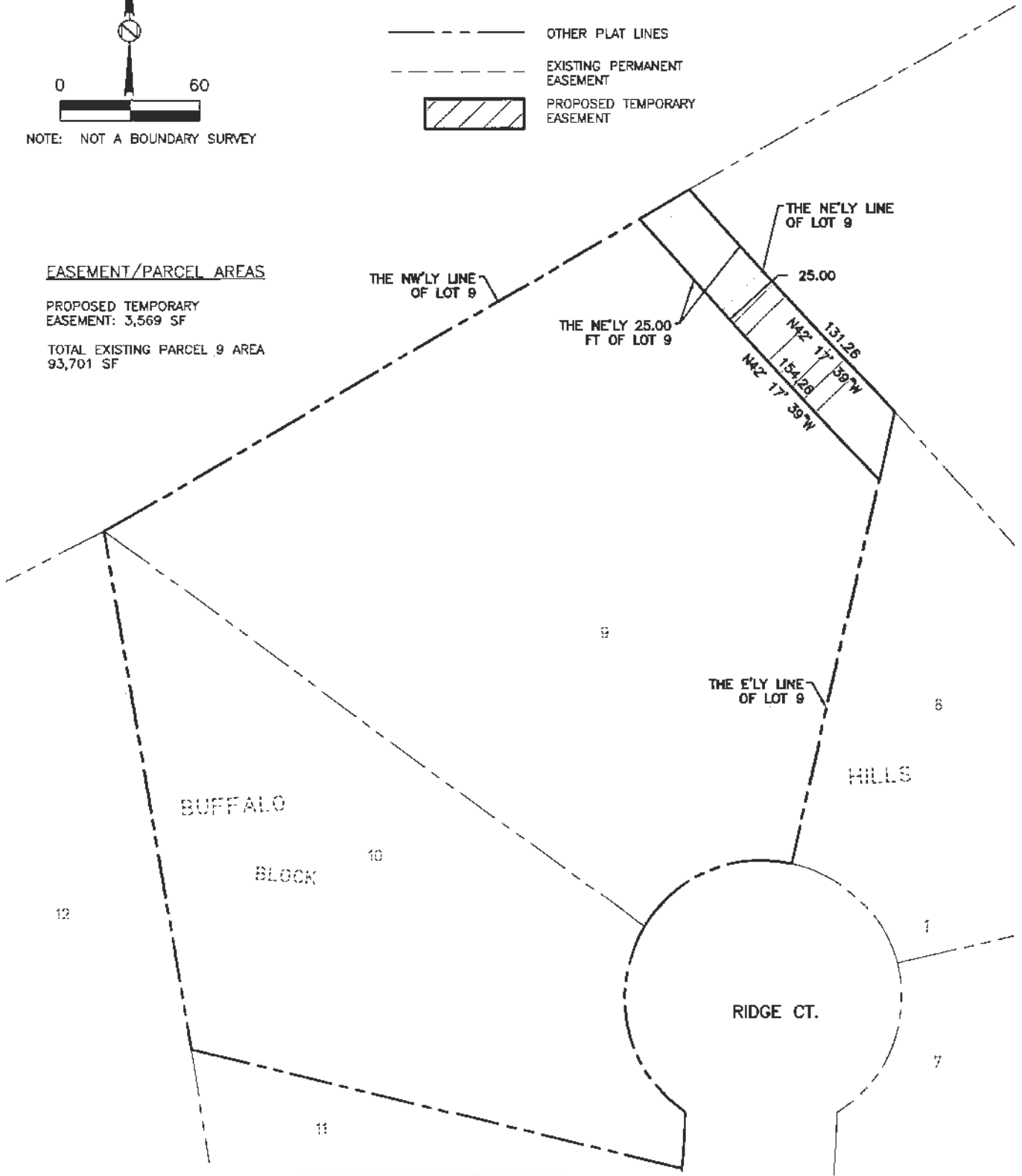


- LEGEND
- SUBJECT PARCEL LINE
 - OTHER PLAT LINES
 - EXISTING PERMANENT EASEMENT
 - PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED TEMPORARY
EASEMENT: 3,569 SF

TOTAL EXISTING PARCEL 9 AREA
93,701 SF



\\HRGREEN.COM\HRG\DATA\2020\201531\CAD\SURVEY\ESMTS\PARCEL_9.DWG X-ESMT-PARCEL-9.DWG

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
 PRINTED NAME: MILAN DOBROSAVLJEVIC
 DATE: 11/23/2024
 LIC. NO. 50008



Owner: Glendon D & Connie L Knowlen
 Address: 223 Ridge Ct,
 Brainerd MN 56401

Parcel: 9

EXHIBIT A APPENDIX

PID: 41350536

EASEMENT DESCRIPTIONS

A temporary easement for construction purposes over, under and across that part of the following described property:

Lots 9 and 10, Block 1, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

The northeasterly 25.00 feet of said Lot 9 as measured by right angles to the northeasterly line of said Lot 9.

I:\VRGREEN.COM\VRG\DATA\2020\201531\CAD\SURVEY\ESMTS\PARCEL_9\DWG\X-ESMT-PARCEL-9.DWG

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROGAYJEVIC
LIC NO. 59008



Owner: Glendon D & Connie L
Knowlen

Address: 223 Ridge Ct,
Brainerd MN 56401

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Carl K. and Karen Schirmer, Husband and Wife** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350537 (hereinafter referred to as the "**Parcel**"):

Lot 8, Block 1, and Outlot B, BUFFALO HILLS

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 7th day of February, 2023.

CARL K. AND KAREN SCHIRMER, HUSBAND AND WIFE

By: Carl K. Schirmer

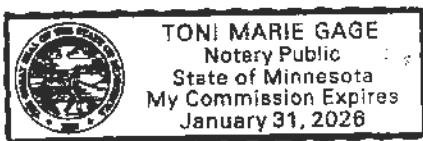
Its: OWNER

By: Karen Schirmer

Its: OWNER

STATE OF MINNESOTA)
) ss
COUNTY OF CWC)

The foregoing instrument was acknowledged before me this 7th day of February, 2023, by Carl & Karen Schirmer.

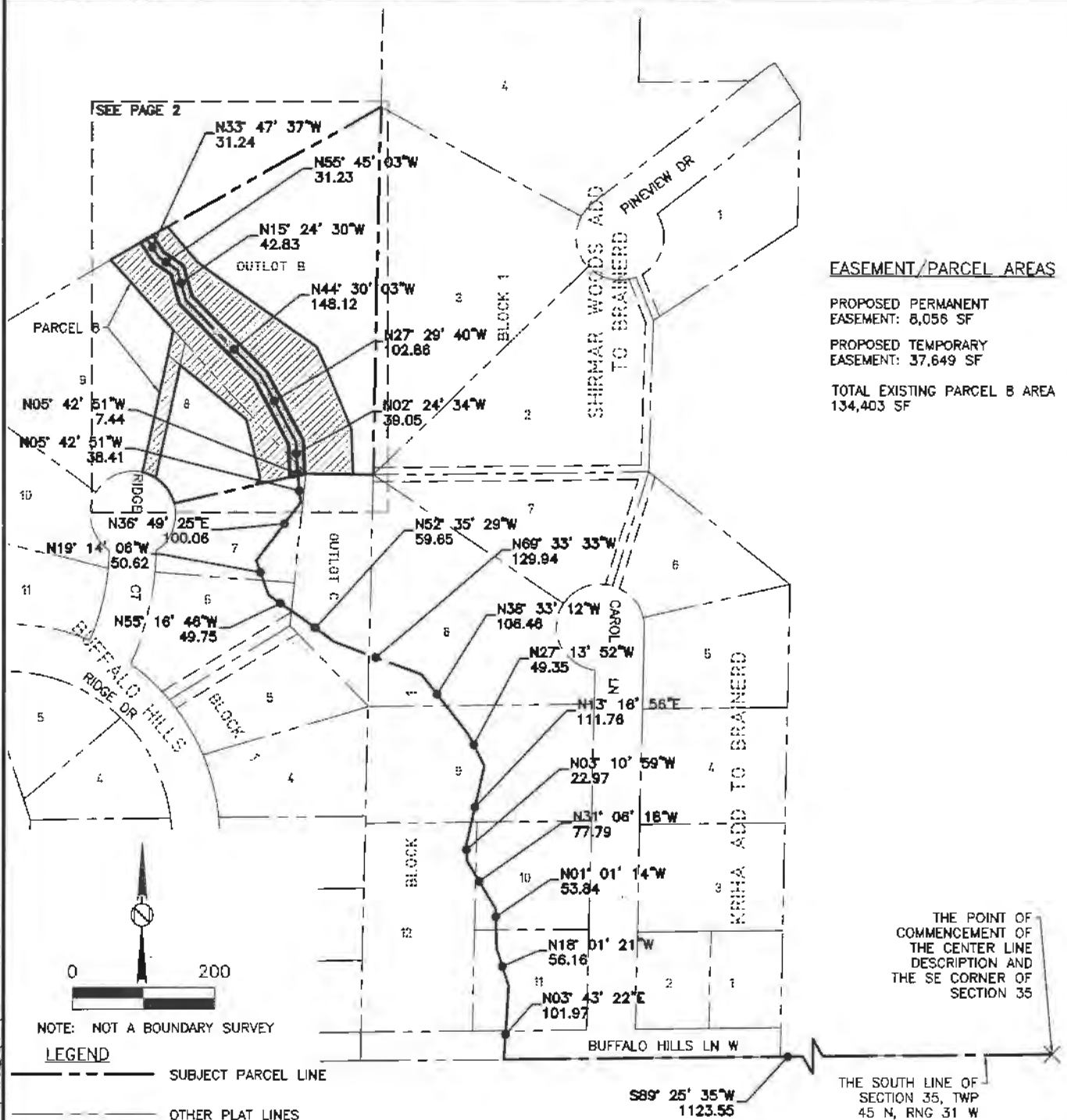


Toni G

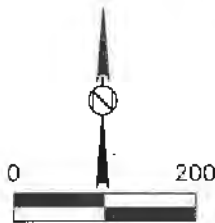
Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)



EASEMENT/PARCEL AREAS

PROPOSED PERMANENT
EASEMENT: 8,056 SFPROPOSED TEMPORARY
EASEMENT: 37,649 SFTOTAL EXISTING PARCEL B AREA
134,403 SF

NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- - - EXISTING PERMANENT EASEMENT
- - - PROPOSED PERMANENT EASEMENT CENTER LINE
- ▨ PROPOSED PERMANENT EASEMENT
- ▩ PROPOSED TEMPORARY EASEMENT

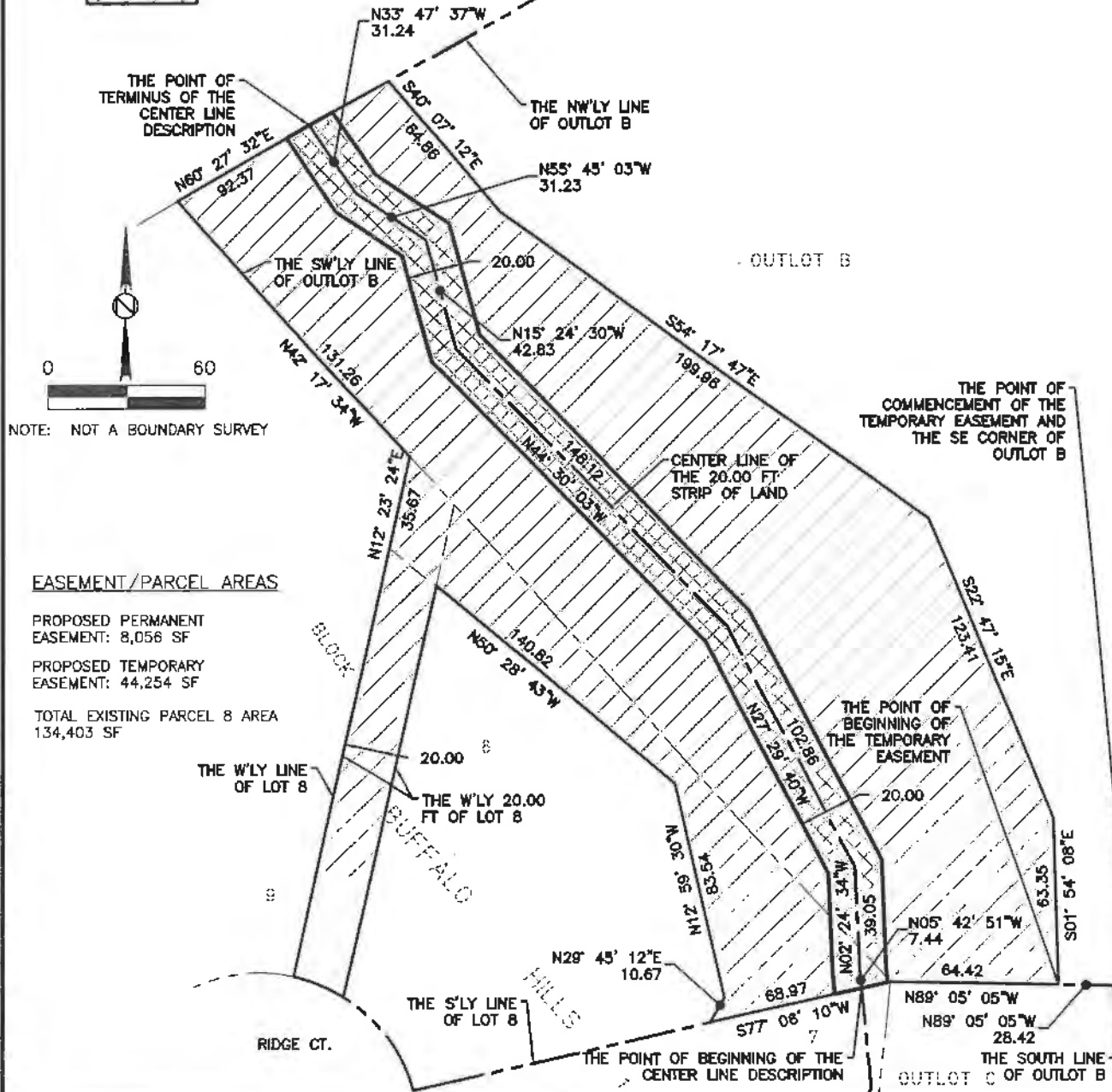
THE POINT OF
COMMENCEMENT OF
THE CENTER LINE
DESCRIPTION AND
THE SE CORNER OF
SECTION 35THE SOUTH LINE OF
SECTION 35, TWP
45 N, RNG 31 WI HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSILJEVIC
LIC NO. 50008Owner: Carl K Schirmer Jr and Karen
SchirmerAddress: 222 Ridge Ct,
Brainerd MN 56401

LEGEND

- | | |
|---|---|
|  | SUBJECT PARCEL LINE |
|  | OTHER PLAT LINES |
|  | EXISTING PERMANENT EASEMENT |
|  | PROPOSED PERMANENT EASEMENT CENTER LINE |
|  | PROPOSED PERMANENT EASEMENT |
|  | PROPOSED TEMPORARY EASEMENT |



I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

SIGNATURE: _____
PRINTED NAME: _____

11/23/2022

MILAN DOBROSavlJEVIC
LIC. NO. 50008



Owner: Carl K Schirmer Jr & Karen Schirmer

Address: 222 Ridge Ct,
Brainerd MN 56401

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 8, Block 1, and Outlot B, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing along the South line of said Section 35 of South 89 degrees 25 minutes 35 seconds West a distance of 1123.55 feet; thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet; thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet; thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet; thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet; thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet; thence North 13 degrees 16 minutes 56 seconds East a distance of 111.76 feet; thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet; thence North 38 degrees 33 minutes 12 seconds West a distance of 106.46 feet; thence North 69 degrees 33 minutes 33 seconds West a distance of 129.94 feet; thence North 52 degrees 35 minutes 29 seconds West a distance of 59.65 feet; thence North 55 degrees 16 minutes 46 seconds West a distance of 49.75 feet; thence North 19 degrees 14 minutes 08 seconds West a distance of 50.62 feet; thence North 36 degrees 49 minutes 25 seconds East a distance of 100.06 feet; thence North 05 degrees 42 minutes 51 seconds West a distance of 38.41 feet to the south line of said Lot 8 and the point of beginning of the center line to be described; thence continuing North 05 degrees 42 minutes 51 seconds West a distance of 7.44 feet; thence North 02 degrees 24 minutes 34 seconds West a distance of 39.05 feet; thence North 27 degrees 29 minutes 40 seconds West a distance of 102.86 feet; thence North 44 degrees 30 minutes 03 seconds West a distance of 148.12 feet; thence North 15 degrees 24 minutes 30 seconds West a distance of 42.83 feet; thence North 55 degrees 45 minutes 03 seconds West a distance of 31.23 feet; thence North 33 degrees 47 minutes 37 seconds West a distance of 31.24 feet to the northwesterly line of said Outlot B and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

The westerly 20.00 feet of said Lot 8 as measured by right angles to the westerly line of said Lot 8.

And also;

Commencing at the southeast corner of said Outlot B; thence on an assumed bearing along the South line of said Outlot B, North 89 degrees 05 minutes 05 seconds West a distance of 28.42 feet to the point of beginning of the temporary easement to be described; thence North 89 degrees 05 minutes 05 seconds West a distance of 64.42 feet continuing along said south line of Outlot B; thence South 77 degrees 06 minutes 10 seconds West a distance of 68.97 feet along the southerly line of said Lot 8; thence North 29 degrees 45 minutes 12 seconds East a distance of 10.67 feet; thence North 12 degrees 59 minutes 30 seconds West a distance of 83.54 feet; thence North 50 degrees 28 minutes 43 seconds West a distance of 140.82 feet to the westerly line of said Lot 8; thence North 12 degrees 23 minutes 24 seconds East a distance of 35.67 feet along the westerly line of said Lot 8 to the southwesterly line of said Outlot B; thence North 42 degrees 17 minutes 34 seconds West along said southwesterly line a distance of 131.26 feet to the northwesterly line of said Outlot B; thence North 60 degrees 27 minutes 32 seconds East a distance of 92.37 feet along said northwesterly line of Outlot B; thence South 40 degrees 07 minutes 12 seconds East a distance of 64.86 feet; thence South 54 degrees 17 minutes 47 seconds East a distance of 199.96 feet; thence South 22 degrees 47 minutes 15 seconds East a distance of 123.41 feet; thence South 01 degrees 54 minutes 08 seconds East a distance of 63.35 feet to the point of beginning.

Excepting that part which lies in the above described permanent easement.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

WILAN DOBROSKA-MEJC
LIC NO. 50008



Owner: Carl K Schirmer Jr & Karen Schirmer

Address: 222 Ridge Ct,
Brainerd MN 56401

{Above space reserved for recording data}

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Shannon D Dehen and James J Dehen, JR Trustees** (hereinafter referred to as the **"Grantor"**) in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the **"Grantee"**).

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350538 (hereinafter referred to as the **"Parcel"**):

Lot 6 and Lot 7, Block 1, BUFFALO HILLS

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to the **"Perpetual Easement"**);

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the **"Temporary Construction Easement"**).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 26 day of JANUARY, 2023.

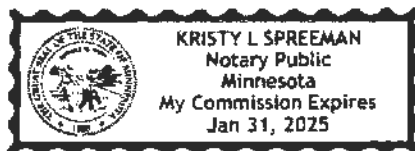
SHANNON D DEHEN AND JAMES J DEHEN, JR
TRUSTEES

By: [Signature]
Its: owner

By: Shannon Dehen
Its: owner

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss

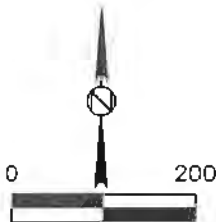
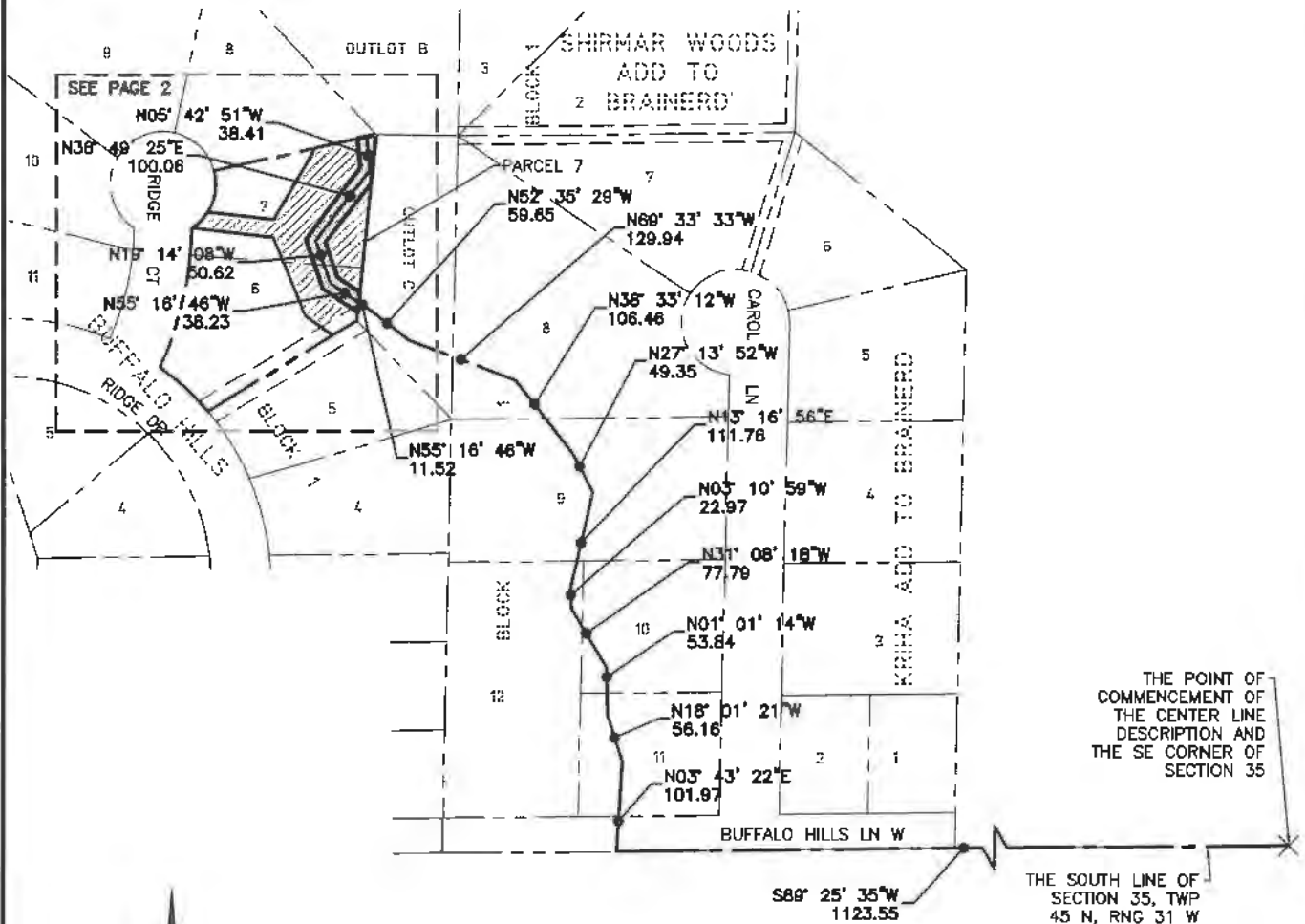
The foregoing instrument was acknowledged before me this 26 day of January, 2023, by James & Shannon Dehen



Kristy Spreeman
Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)



NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREASPROPOSED PERMANENT
EASEMENT: 4,356 SFPROPOSED TEMPORARY
EASEMENT: 14,040 SFTOTAL EXISTING PARCEL 7 AREA
47,718 SF

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

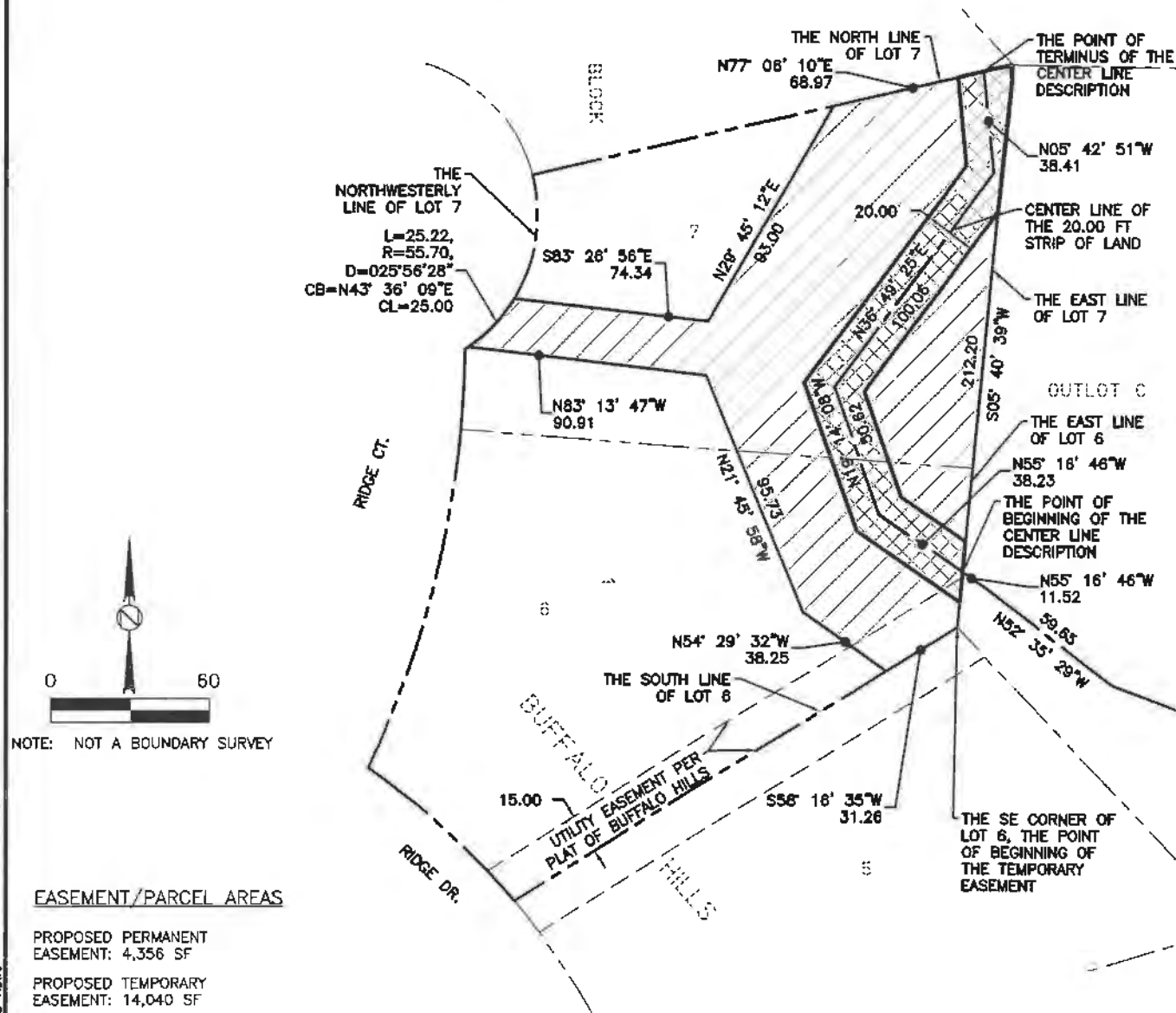
SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSAVLJEVIC
LIC NO. 50008

HRG
HRGreen

Owner: Shannon D Dehen and James
J Dehen, JR TrusteesAddress: 212 Ridge Ct,
Brainerd MN 56401

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT
EASEMENT: 4,356 SF

PROPOSED TEMPORARY
EASEMENT: 14,040 SF

TOTAL EXISTING PARCEL 7 AREA
47,718 SF

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DUBROSKALJEVIC
LIC NO. 50008

HRGreen



Owner: Shannon D Dehen and James
J Dehen, JR Trustees

Address: 212 Ridge Ct,
Brainerd MN 56401

Parcel: 7

EXHIBIT A APPENDIX

PID: 41350538

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 6 and Lot 7, Block 1, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 111.76 feet;

thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet;

thence North 38 degrees 33 minutes 12 seconds West a distance of 106.46 feet;

thence North 69 degrees 33 minutes 33 seconds West a distance of 129.94 feet;

thence North 52 degrees 35 minutes 29 seconds West a distance of 59.65 feet;

thence North 55 degrees 16 minutes 46 seconds West a distance of 11.52 feet to the east line of said Lot 6 and the point of beginning of the center line to be described;

thence continuing North 55 degrees 16 minutes 46 seconds West a distance of 38.23 feet;

thence North 19 degrees 14 minutes 08 seconds West a distance of 50.62 feet;

thence North 36 degrees 49 minutes 25 seconds East a distance of 100.06 feet;

thence North 05 degrees 42 minutes 51 seconds West a distance of 38.41 feet to the north line of said Lot 7 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the southeast corner of said Lot 6; thence on an assumed bearing of South 58 degrees 16 minutes 35 seconds West along the southerly line of said Lot 6 a distance of 31.26 feet;

thence North 54 degrees 29 minutes 32 seconds West a distance of 38.25 feet;

thence North 21 degrees 45 minutes 58 seconds West a distance of 95.73 feet;

thence North 83 degrees 13 minutes 47 seconds West a distance of 90.91 feet;

thence northeasterly a distance of 25.22 feet along the northwesterly line of said Lot 7 on a non-tangential curve concave to the northwest, having a radius of 55.70, a central angle of 25 degrees 56 minutes 28 seconds, a chord length of 25.00 feet and a chord bearing of North 43 degrees 36 minutes 09 seconds East;

thence South 83 degrees 26 minutes 56 seconds East a distance of 74.34 feet;

thence North 29 degrees 45 minutes 12 seconds East a distance of 93.00 feet to the north line of said Lot 7;

thence North 77 degrees 06 minutes 10 seconds East a distance of 68.97 feet along said north line of Lot 7 to the east line of said Lot 7;

thence South 05 degrees 40 minutes 39 seconds West a distance of 212.20 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement and that part which lies within the existing utility easement of said plat of Buffalo Hills.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVJEVIC
LIC. NO. 60008



Owner: Shannon D Dehen and James J Dehen, JR Trustees

Address: 212 Ridge Ct,
Brainerd MN 56401

(Above space reserved for recording data)

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT GRANT is made by **Chad L. and Kimberly J. Ploof, Husband and Wife** ("Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350539 (hereinafter referred to as the "**Parcel**"):

Lot 5, Block 1, **BUFFALO HILLS**

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.
2. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December

31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

3. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

4. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Temporary Construction Easement provided herein, free and clear of all other claims.

5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 19 day of May, 2023.

CHAD L. AND KIMBERLY J. PLOOF, HUSBAND AND WIFE

By: Jeffrey J. Smith

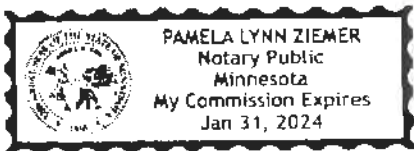
Its: Owner

By: [Signature]

Its: Owner

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 19th day of May, 2023, by Chad L + Kimberly J Plaf.



Pamela Turner

Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

EXHIBIT A

A temporary easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 5, Block 1, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Beginning at the most northerly corner of said Lot 5; thence on an assumed bearing of South 43 degrees 46 minutes 31 seconds East a distance of 154.99 feet along the northeasterly line of said Lot 5 to the southeast corner of said Lot 5; thence North 54 degrees 29 minutes 34 seconds West a distance of 164.38 feet to the northwesterly line of said Lot 5; thence North 58 degrees 16 minutes 35 seconds East a distance of 31.26 feet to the point of beginning.

Excepting that part which lies within the existing utility easement of said plat of Buffalo Hills.

Parcel: 6

EXHIBIT A APPENDIX

PID: 41350539

EASEMENT DESCRIPTIONS

A temporary easement for construction purposes over, under and across that part of the following described property:

Lot 5, Block 1, Buffalo Hills, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Beginning at the most northerly corner of said Lot 5; thence on an assumed bearing of South 43 degrees 46 minutes 31 seconds East a distance of 154.99 feet along the northeasterly line of said Lot 5 to the southeast corner of said Lot 5; thence North 54 degrees 29 minutes 34 seconds West a distance of 164.38 feet to the northwesterly line of said Lot 5; thence North 58 degrees 16 minutes 35 seconds East a distance of 31.26 feet to the point of beginning.

Excepting that part which lies within the existing utility easement of said plat of Buffalo Hills.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBRCSAVJEVC
LIC NO. 50008



Owner: Chad L and Kimberly J Ploof

Address: 118 Ridge Dr,
Brainerd MN 56401

\\HRGREEN.COM\HRG\DATA\2020\201531\CAD\SURVEY\ESMTS\PARCEL_6\DWG\X-ESMT-PARCEL-6.DWG

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Faye A. Abrahamson, Individual** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: **41350546** (hereinafter referred to as the "**Parcel**");

Lot 12, Block 1, KRIHA ADDITION TO BRAINERD.

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 20 day of July, 2023.

FAYE A. ABRAHAMSON, INDIVIDUAL

By: Jaye A. Abrahamson

Its: Owner

By: _____

Its: _____

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss

The foregoing instrument was acknowledged before me this 20 day of July, 2023, by Faye A. Abrahamsen.



Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

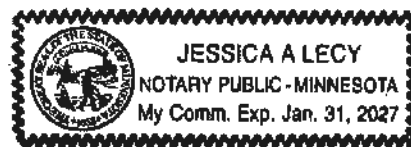


EXHIBIT A

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 12, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 53.87 feet to the east line of said Lot 12 and the point of beginning of the center line to be described;

thence continuing North 31 degrees 08 minutes 18 seconds West a distance of 23.92 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the north line of said Lot 12 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northeast corner of said Lot 12; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the north line of said Lot 12 a distance of 53.01 feet;

thence South 04 degrees 24 minutes 46 seconds West a distance of 60.87 feet;

thence South 23 degrees 15 minutes 43 seconds East a distance of 112.91 feet;

thence South 10 degrees 49 minutes 00 seconds East a distance of 38.98 feet;

thence South 00 degrees 00 minutes 00 seconds East a distance of 4.00 feet;

thence South 55 degrees 12 minutes 08 seconds West a distance of 54.52 feet;

thence South 00 degrees 35 minutes 07 seconds West a distance of 52.04 feet to the south line of said Lot 12;

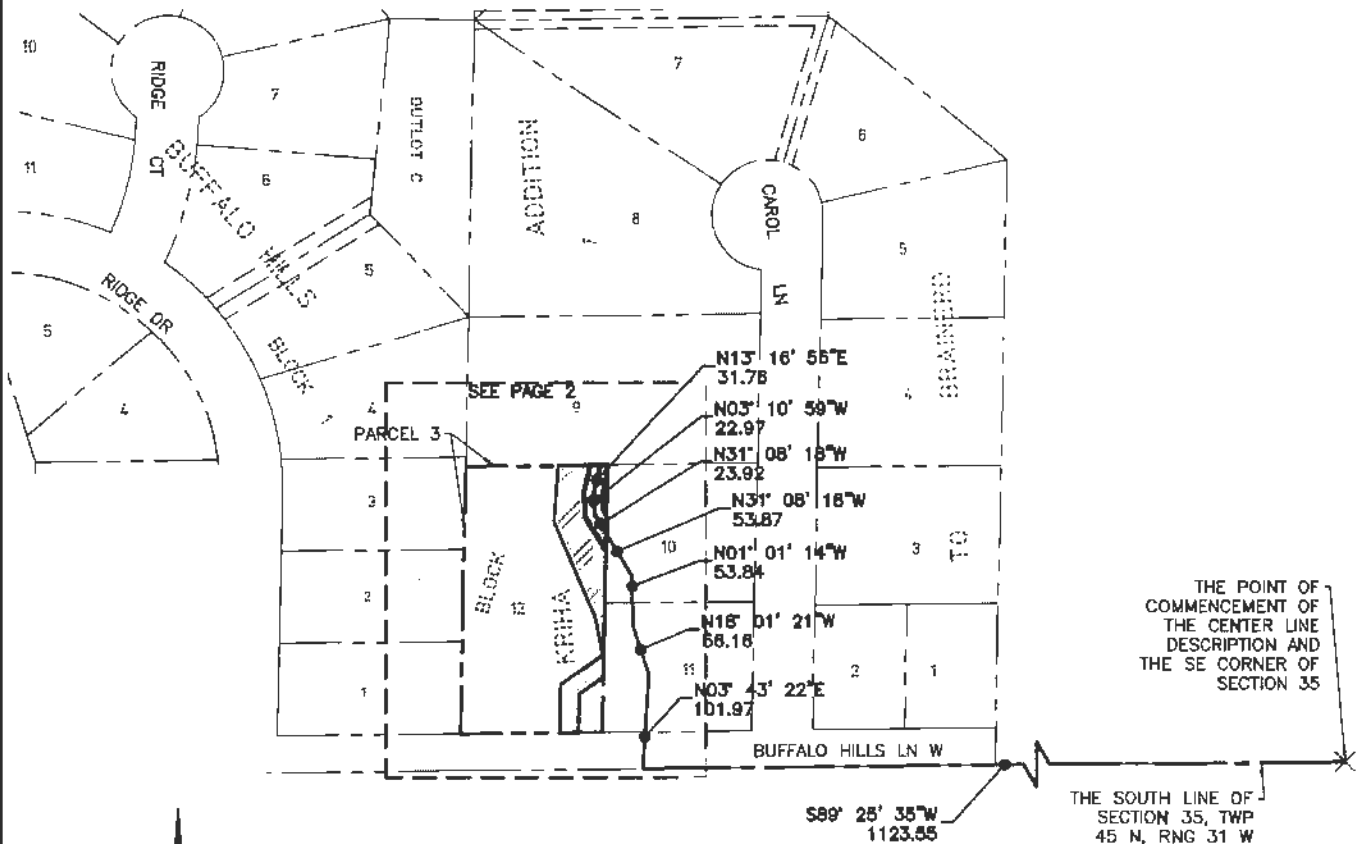
thence North 89 degrees 25 minutes 35 seconds East along said south line of Lot 12 a distance of 20.00 feet;

thence North 00 degrees 35 minutes 07 seconds East a distance of 41.31 feet;

thence North 55 degrees 12 minutes 08 seconds East a distance of 31.57 feet;

thence North 01 degrees 10 minutes 35 seconds East a distance of 230.91 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.



0 200

NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- - - OTHER PLAT LINES
- - - EXISTING PERMANENT EASEMENT
- - - PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREASPROPOSED PERMANENT
EASEMENT: 1,506 SFPROPOSED TEMPORARY
EASEMENT: 7,242 SFTOTAL EXISTING PARCEL 3 AREA
44,993 SF

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

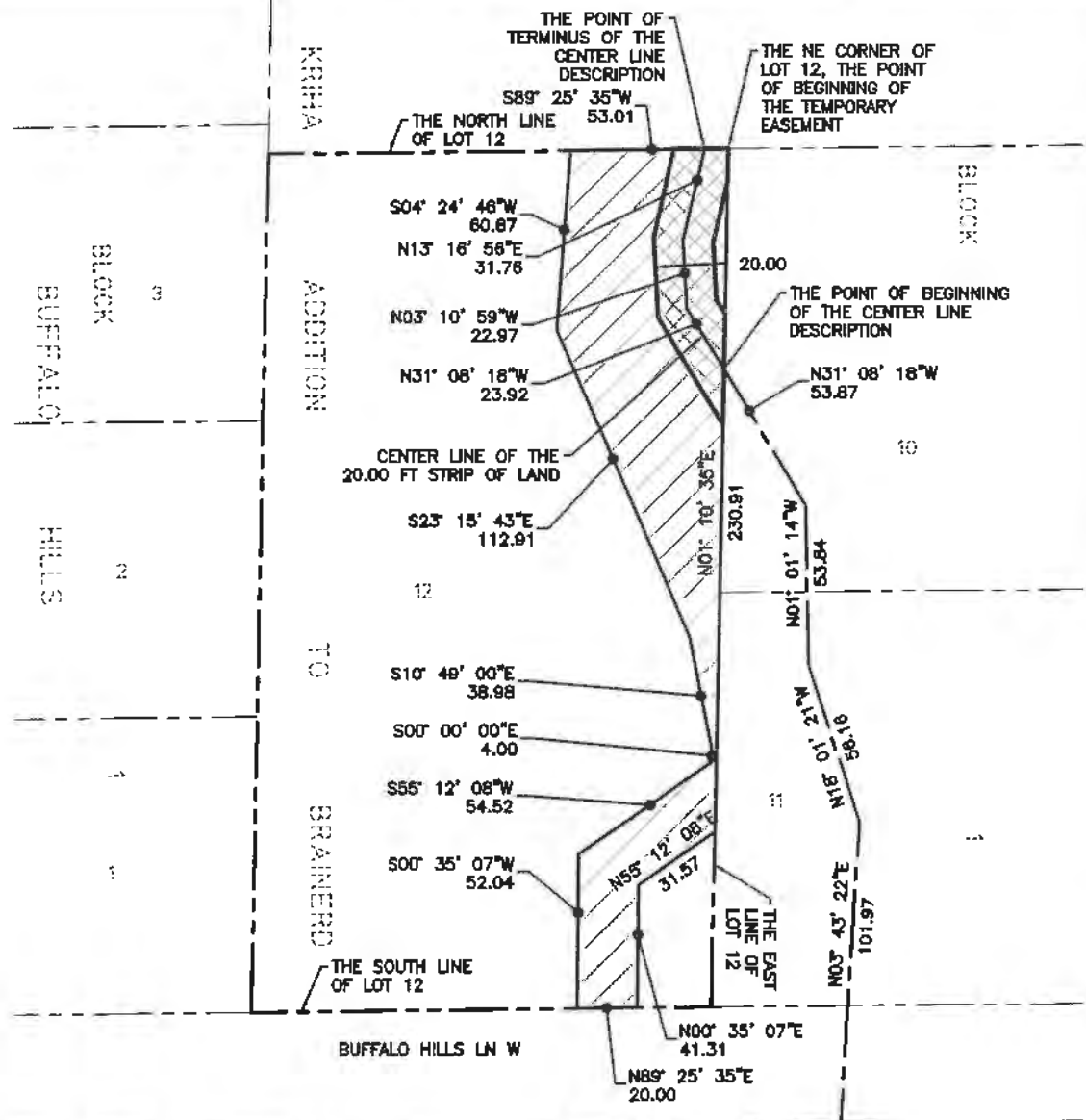
SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVJEVIC
LIC NO. 50008

Owner: Faye A Abrahamson

Address: 308 Buffalo Hills Ln W,
Brainerd MN 56401



LEGEND

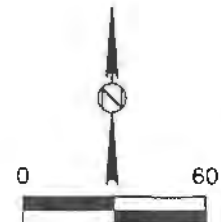
- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT EASEMENT: 1,506 SF

PROPOSED TEMPORARY EASEMENT: 7,242 SF

TOTAL EXISTING PARCEL 3 AREA 44,993 SF



NOTE: NOT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSHAWCIC
LIC NO. 50008



Owner: Faye A Abrahamson

Address: 308 Buffalo Hills Ln W,
Brainerd MN 56401

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 12, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 53.87 feet to the east line of said Lot 12 and the point of beginning of the center line to be described;

thence continuing North 31 degrees 08 minutes 18 seconds West a distance of 23.92 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the north line of said Lot 12 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northeast corner of said Lot 12; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the north line of said Lot 12 a distance of 53.01 feet;

thence South 04 degrees 24 minutes 46 seconds West a distance of 60.87 feet;

thence South 23 degrees 15 minutes 43 seconds East a distance of 112.91 feet;

thence South 10 degrees 49 minutes 00 seconds East a distance of 38.98 feet;

thence South 00 degrees 00 minutes 00 seconds East a distance of 4.00 feet;

thence South 55 degrees 12 minutes 08 seconds West a distance of 54.52 feet;

thence South 00 degrees 35 minutes 07 seconds West a distance of 52.04 feet to the south line of said Lot 12;

thence North 89 degrees 25 minutes 35 seconds East along said south line of Lot 12 a distance of 20.00 feet;

thence North 00 degrees 35 minutes 07 seconds East a distance of 41.31 feet;

thence North 55 degrees 12 minutes 08 seconds East a distance of 31.57 feet;

thence North 01 degrees 10 minutes 35 seconds East a distance of 230.91 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVLEVIC
LIC NO. 50006



Owner: Faye A Abrahamson

Address: 308 Buffalo Hills Ln W,
Brainerd MN 56401

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Bruce C. Thompson and Cynthia A. Thompson, Husband and Wife** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350547 (hereinafter referred to as the "**Parcel**");

Lot 11, Block 1, KRIHA ADDITION TO BRAINERD.

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 6th day of February, 2023.

BRUCE C. THOMPSON and CYNTHIA A. THOMPSON, HUSBAND AND WIFE

By: Bruce C Thompson

Its: owner

By: Cynthia A Thompson

Its: owner

Arizona
STATE OF MINNESOTA)
) ss
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 6th day of February, 2023, by Bruce & Cynthia Thompson.



[Signature]
Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

EXHIBIT A

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 11; Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 40.11 feet to the south line of said Lot 11 and the point of beginning of the center line to be described;

thence continuing North 03 degrees 43 minutes 22 seconds East a distance of 61.86 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 24.67 feet to the north line of said Lot 11 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 11; thence on an assumed bearing of South 01 degrees 10 minutes 35 seconds West along the west line of said Lot 11 a distance of 80.91 feet;

thence North 55 degrees 12 minutes 08 seconds East a distance of 15.01 feet;

thence South 35 degrees 02 minutes 22 seconds East a distance of 16.46 feet;

thence South 85 degrees 44 minutes 09 seconds East a distance of 32.13 feet;

thence North 77 degrees 12 minutes 38 seconds East a distance of 7.65 feet;

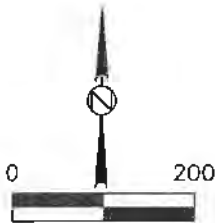
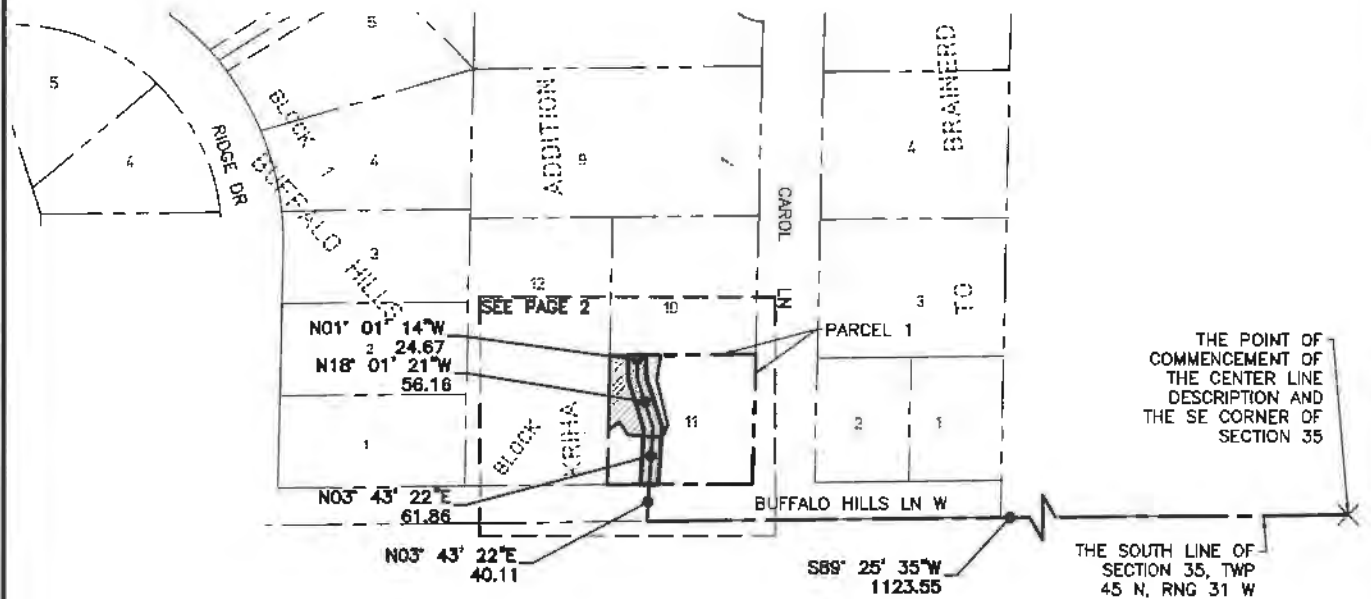
thence North 20 degrees 36 minutes 19 seconds East a distance of 12.74 feet;

thence North 14 degrees 21 minutes 42 seconds West a distance of 49.87 feet;

thence North 08 degrees 51 minutes 21 seconds East a distance of 27.16 feet to the north line of said Lot 11;

thence South 89 degrees 25 minutes 35 seconds West a distance of 55.92 feet along said north line of Lot 11 to the point of beginning.

Excepting that part which lies within the above described permanent easement.



NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

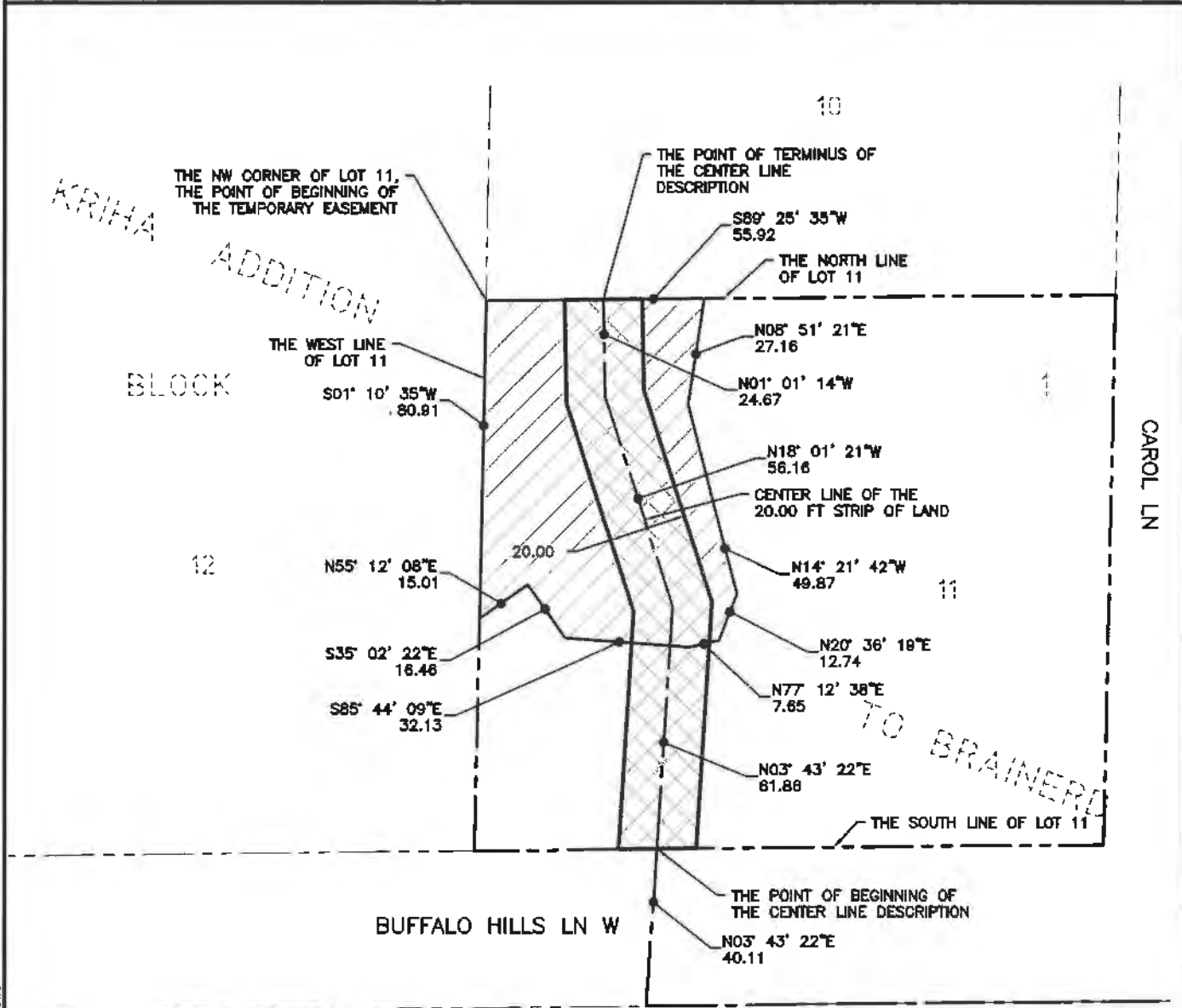
EASEMENT/PARCEL AREASPROPOSED PERMANENT
EASEMENT: 2,852 SFPROPOSED TEMPORARY
EASEMENT: 3,056 SFTOTAL EXISTING PARCEL 1 AREA
22,390 SF

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROGAVLJEVIC
LIC NO. 55006Owner: Bruce C and Cynthia A
ThompsonAddress: 113 Carol Ln,
Brainerd MN 56401

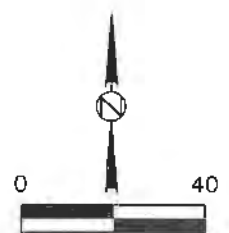


LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT EASEMENT: 2,852 SF
 PROPOSED TEMPORARY EASEMENT: 3,056 SF
 TOTAL EXISTING PARCEL 1 AREA 22,390 SF



NOTE: NOT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
 PRINTED NAME: MILAN DOBROSAVLJEVIC
 DATE: 11/23/2022
 LIC. NO. 50008



Owner: Bruce C and Cynthia A Thompson
 Address: 113 Carol Ln,
 Brainerd MN 56401

\\HRGREEN.COM\REG DATA\2020\2015311 CAD SURVEY\ESMITS\PARCEL 1.DWG X-ESMT-PARCEL-1.DWG

Parcel: 1

EXHIBIT A APPENDIX

PID: 41350547

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 11, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;
thence North 03 degrees 43 minutes 22 seconds East a distance of 40.11 feet to the south line of said Lot 11 and the point of beginning of the center line to be described;
thence continuing North 03 degrees 43 minutes 22 seconds East a distance of 61.86 feet;
thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;
thence North 01 degrees 01 minutes 14 seconds West a distance of 24.67 feet to the north line of said Lot 11 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 11; thence on an assumed bearing of South 01 degrees 10 minutes 35 seconds West along the west line of said Lot 11 a distance of 80.91 feet;
thence North 55 degrees 12 minutes 08 seconds East a distance of 15.01 feet;
thence South 35 degrees 02 minutes 22 seconds East a distance of 16.46 feet;
thence South 85 degrees 44 minutes 09 seconds East a distance of 32.13 feet;
thence North 77 degrees 12 minutes 38 seconds East a distance of 7.65 feet;
thence North 20 degrees 36 minutes 19 seconds East a distance of 12.74 feet;
thence North 14 degrees 21 minutes 42 seconds West a distance of 49.87 feet;
thence North 08 degrees 51 minutes 21 seconds East a distance of 27.16 feet to the north line of said Lot 11;
thence South 89 degrees 25 minutes 35 seconds West a distance of 55.92 feet along said north line of Lot 11 to the point of beginning.

Excepting that part which lies within the above described permanent easement.

\\VRGREEN.COM\VRG\DATA\2020\201531\CAD\SURVEY\ESUMTS\PARCEL 1.DWG X-ESUMT-PARCEL-1.DWG

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVJEVIC
LIC NO. 50008

HRGreen



Owner: Bruce C and Cynthia
Thompson

Address: 113 Carol Ln,
Brainerd MN 56401

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Vince Cook, Individual** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350548 (hereinafter referred to as the "**Parcel**");

Lot 10, Block 1, KRIHA ADDITION TO BRAINERD.

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

FEBRUARY

By:

By:

STATE OF MINNESOTA 

) 55

STATE OF MINNESOTA)
COUNTY OF Crow Wing)

February



City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

EXHIBIT A

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 10, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 24.67 feet to the south line of said Lot 10 and the point of beginning of the center line to be described;

thence continuing North 01 degrees 01 minutes 14 seconds West a distance of 29.17 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the north line of Lot 12 of said Block 1 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 10; thence on an assumed bearing of South 01 degrees 10 minutes 35 seconds West along the west line of said Lot 10 a distance of 150.00 feet to the south line of said Lot 10;

thence North 89 degrees 25 minutes 35 seconds East a distance of 55.92 feet along the south line of said Lot 10;

thence North 08 degrees 51 minutes 21 seconds East a distance of 2.66 feet;

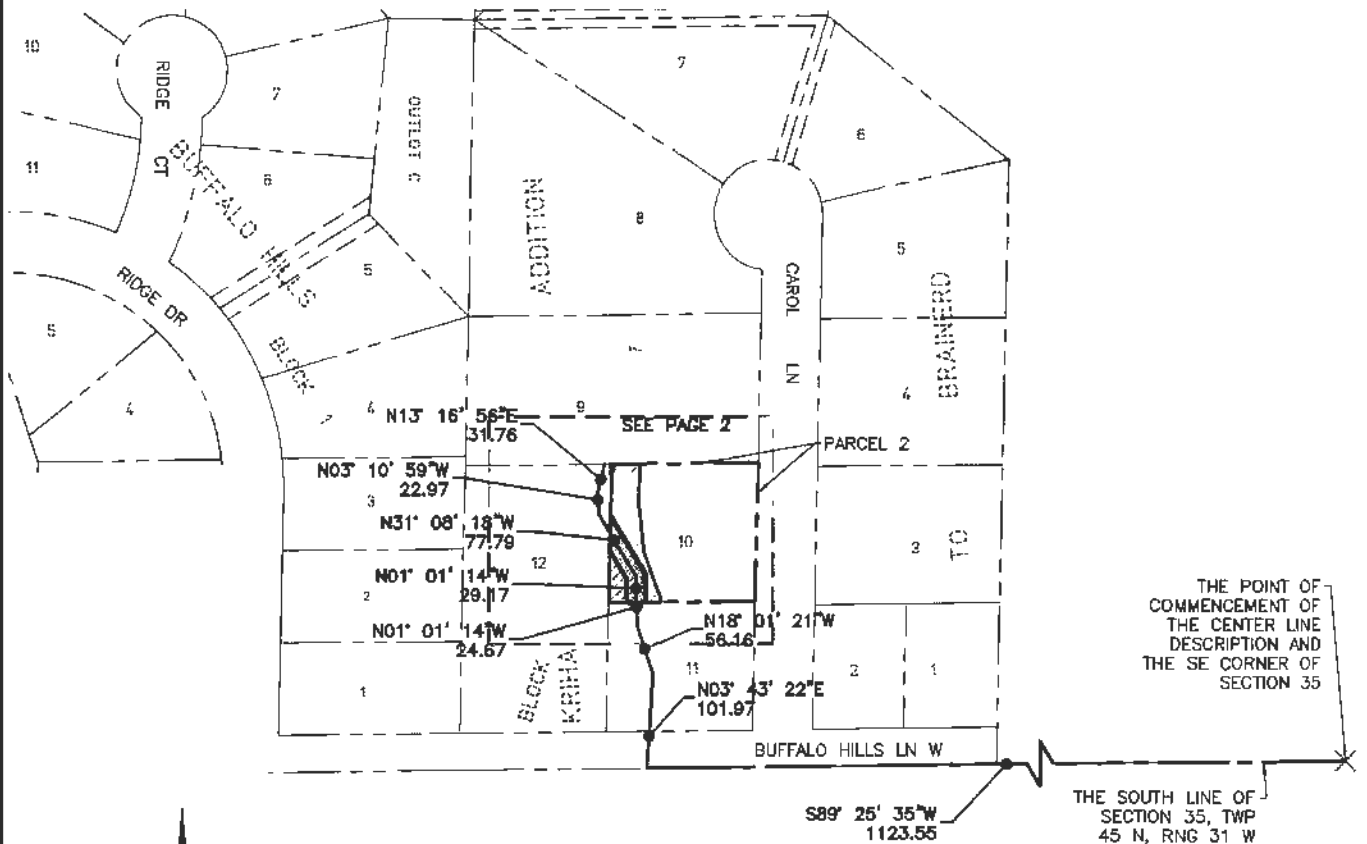
thence North 19 degrees 40 minutes 12 seconds West a distance of 54.53 feet;

thence North 06 degrees 11 minutes 39 seconds West a distance of 55.31 feet;

thence North 02 degrees 32 minutes 52 seconds East a distance of 40.79 feet to the north line of said Lot 10;

thence South 89 degrees 25 minutes 35 seconds West a distance of 30.74 feet along said north line of Lot 10 to the point of beginning.

Excepting that part which lies within the above described permanent easement.



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NOTE: NOT A BOUNDARY SURVEY

LEGEND

SUBJECT PARCEL LINE

OTHER PLAT LINES

EXISTING PERMANENT EASEMENT

PROPOSED PERMANENT EASEMENT CENTER LINE

PROPOSED PERMANENT EASEMENT

PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT EASEMENT: 1,661 SF

PROPOSED TEMPORARY EASEMENT: 3,939 SF

TOTAL EXISTING PARCEL 2 AREA 23,989 SF

Parcel: 2

EXHIBIT A APPENDIX

PID: 41350548

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 10, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

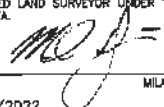
Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;
 thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;
 thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;
 thence North 01 degrees 01 minutes 14 seconds West a distance of 24.67 feet to the south line of said Lot 10 and the point of beginning of the center line to be described;
 thence continuing North 01 degrees 01 minutes 14 seconds West a distance of 29.17 feet;
 thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;
 thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;
 thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the north line of Lot 12 of said Block 1 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 10; thence on an assumed bearing of South 01 degrees 10 minutes 35 seconds West along the west line of said Lot 10 a distance of 150.00 feet to the south line of said Lot 10;
 thence North 89 degrees 25 minutes 35 seconds East a distance of 55.92 feet along the south line of said Lot 10;
 thence North 08 degrees 51 minutes 21 seconds East a distance of 2.66 feet;
 thence North 19 degrees 40 minutes 12 seconds West a distance of 54.53 feet;
 thence North 06 degrees 11 minutes 39 seconds West a distance of 55.31 feet;
 thence North 02 degrees 32 minutes 52 seconds East a distance of 40.79 feet to the north line of said Lot 10;
 thence South 89 degrees 25 minutes 35 seconds West a distance of 30.74 feet along said north line of Lot 10 to the point of beginning.

Excepting that part which lies within the above described permanent easement.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: 
 PRINTED NAME: MILAN DOBROSAVLJEVIC
 11/23/2022 LIC NO. 50008



Owner: Vince Cook

Address: 123 Carol Ln,
 Brainerd MN 56401

\\HRGREEN.COM\HRG\DATA\2020\201531\CAD\SURVEY\ESMTS\PARCEL_2\DWG\4-ESMT-PARCEL-2.DWG

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Marc and Sarah Marshall, Husband and Wife** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350549 (hereinafter referred to as the "**Parcel**"):

Lot 9, Block 1, KRIHA ADDITION TO BRAINERD.

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF PERPETUAL EASEMENT. The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

2. **IMPROVEMENTS OF PERPETUAL EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility purposes to the design of the Grantee's choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to freely enter upon said Perpetual Easement premises at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Construction Easement for construction purposes including, but not limited to, displacing soil and grading, over, under, across and through the Temporary Construction Easement premises.

4. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall be granted upon the date first written below and shall expire December 31st, 2024, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

5. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, promptly restore the ground surface of the Temporary Construction Easement premises to a condition equal or superior to that existing prior to exercising its rights under this Easement Grant.

6. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement and the Temporary Construction Easement provided herein, free and clear of all other claims.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 26th day of June, 2023.

MARC AND SARAH MARSHALL, HUSBAND AND WIFE

By: Sarah Ann Thomson Marshall

Its: Owner

By: Marc Marshall

Its: Owner

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss

The foregoing instrument was acknowledged before me this 26th day of June, 2023, by Marc & Sara Marshall.

Toni G

Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

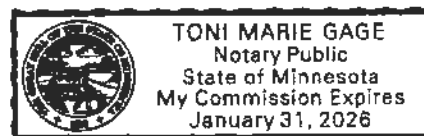


EXHIBIT A

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 9, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the south line of said Lot 9 and the point of beginning of the center line to be described;

thence continuing North 13 degrees 16 minutes 56 seconds East a distance of 80.00 feet;

thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet;

thence North 38 degrees 33 minutes 12 seconds West a distance of 50.93 feet to the north line of said Lot 9 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 9; thence on an assumed bearing of North 89 degrees 25 minutes 35 seconds East along the north line of said Lot 9 a distance of 173.72 feet;

thence South 06 degrees 39 minutes 01 seconds East a distance of 100.69 feet;

thence South 02 degrees 32 minutes 52 seconds West a distance of 61.89 feet to the south line of said Lot 9;

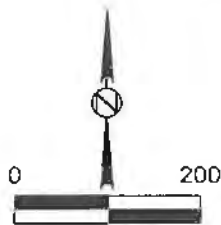
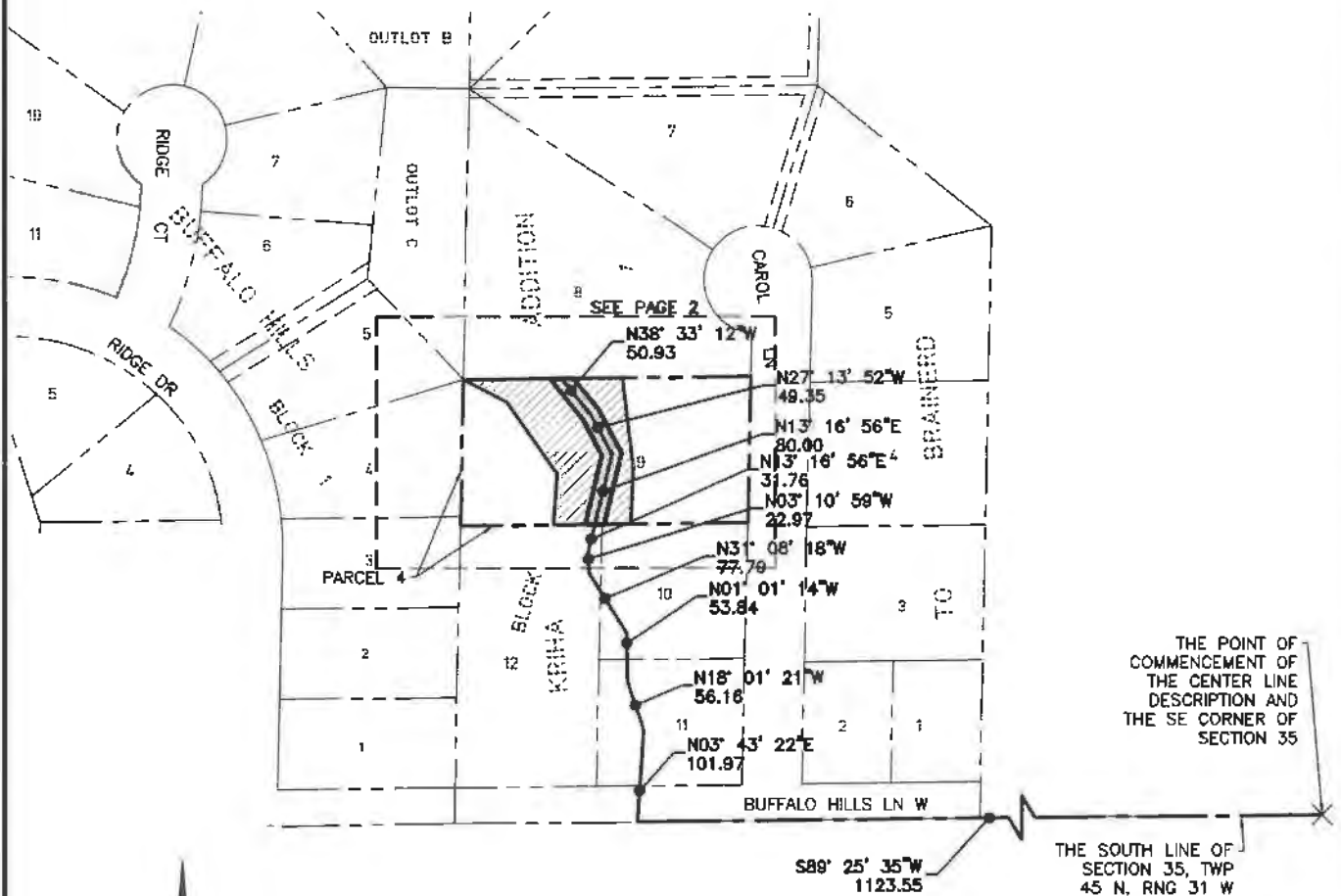
thence South 89 degrees 25 minutes 35 seconds West along said south line of Lot 9 a distance of 83.75 feet;

thence North 04 degrees 24 minutes 46 seconds East a distance of 56.52 feet;

thence North 34 degrees 42 minutes 03 seconds West a distance of 96.54 feet;

thence North 62 degrees 24 minutes 27 seconds West a distance of 54.46 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.



NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- - - EXISTING PERMANENT EASEMENT
- - - PROPOSED PERMANENT EASEMENT CENTER LINE
- ▨ PROPOSED PERMANENT EASEMENT
- ▨ PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREASPROPOSED PERMANENT
EASEMENT: 3,606 SFPROPOSED TEMPORARY
EASEMENT: 13,379 SFTOTAL EXISTING PARCEL 4 AREA
51,042 SF

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

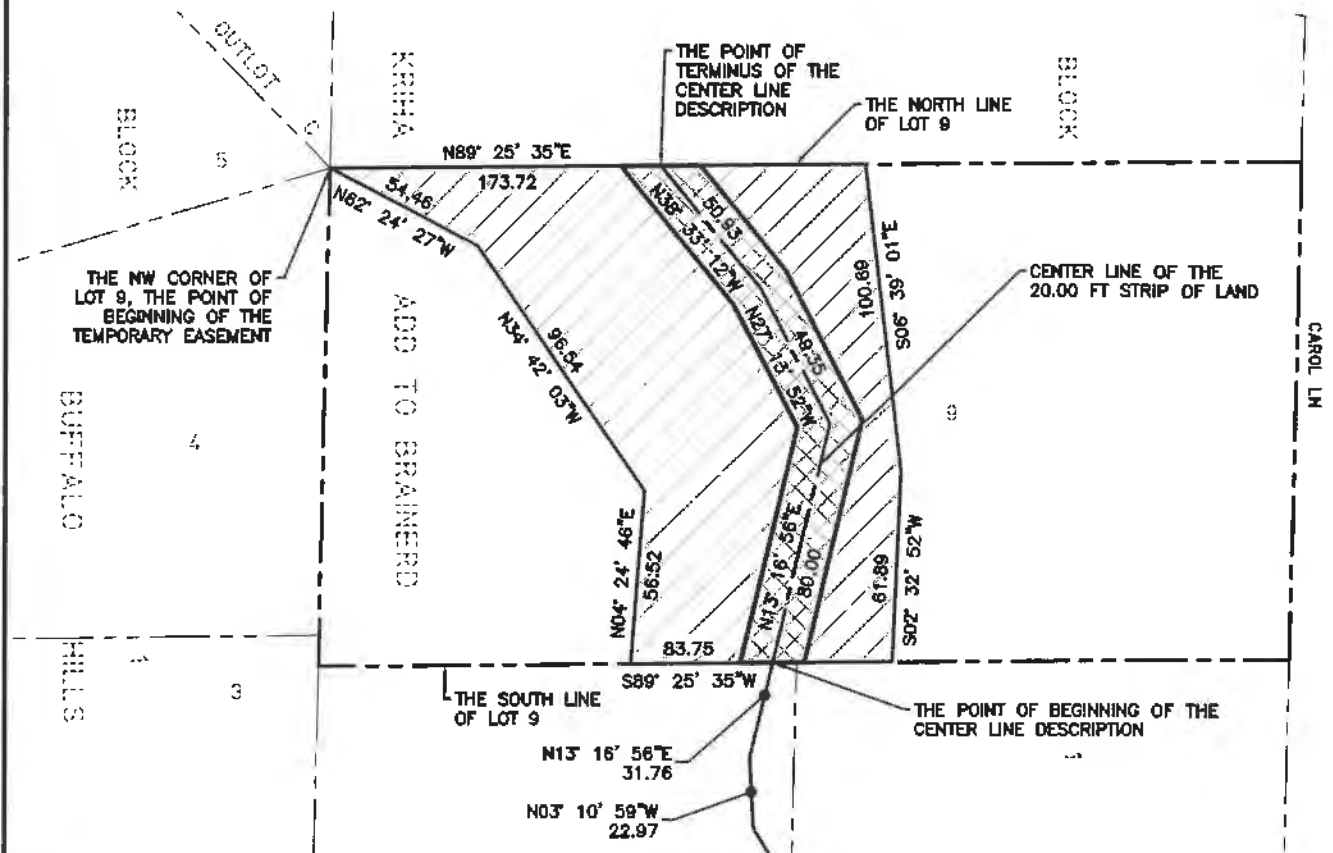
SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSAVLJEVIC
LIC NO. 50008

Owner: Sarah and Marc Marshall

Address: 133 Carol Ln,
Brainerd MN 56401



LEGEND

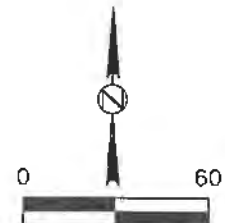
- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT
EASEMENT: 3,606 SF

PROPOSED TEMPORARY
EASEMENT: 13,379 SF

TOTAL EXISTING PARCEL 4 AREA
51,042 SF



NOTE: NOT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I
AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVJEVIC
LIC NO. 50008



Owner: Sarah and Marc Marshall

Address: 133 Carol Ln,
Brainerd MN 56401

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 9, Block 1, Kriha Addition to Brainerd, according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the South line of said Section 35 a distance of 1123.55 feet;
 thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;
 thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;
 thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;
 thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;
 thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;
 thence North 13 degrees 16 minutes 56 seconds East a distance of 31.76 feet to the south line of said Lot 9 and the point of beginning of the center line to be described;
 thence continuing North 13 degrees 16 minutes 56 seconds East a distance of 80.00 feet;
 thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet;
 thence North 38 degrees 33 minutes 12 seconds West a distance of 50.93 feet to the north line of said Lot 9 and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the northwest corner of said Lot 9; thence on an assumed bearing of North 89 degrees 25 minutes 35 seconds East along the north line of said Lot 9 a distance of 173.72 feet;
 thence South 06 degrees 39 minutes 01 seconds East a distance of 100.69 feet;
 thence South 02 degrees 32 minutes 52 seconds West a distance of 61.89 feet to the south line of said Lot 9;
 thence South 89 degrees 25 minutes 35 seconds West along said south line of Lot 9 a distance of 83.75 feet;
 thence North 04 degrees 24 minutes 46 seconds East a distance of 56.52 feet;
 thence North 34 degrees 42 minutes 03 seconds West a distance of 96.54 feet;
 thence North 62 degrees 24 minutes 27 seconds West a distance of 54.46 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSAYJEVC
LIC NO. 50008



Owner: Sarah and Marc Marshall

Address: 133 Carol Ln,
Brainerd MN 56401

(Above space reserved for recording data)

PERPETUAL AND TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **Benjamin J. and Melissa A. Lundeen, Husband and Wife** (hereinafter referred to as the "Grantor") in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land with Parcel Identification Number: 41350550 (hereinafter referred to as the "**Parcel**");

Lot 8, Block 1, KRIHA ADDITION TO BRAINERD and Outlot C, BUFFALO HILLS

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility purposes over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Perpetual Easement**");

C: The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, across, and through those parts of the Parcel as described in Exhibit A (hereinafter referred to as the "**Temporary Construction Easement**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF PERPETUAL EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.

May, 2023.

By: M. J. [Signature]

Its: Owner

By: _____

Its: Owned

COUNTY OF CWC)

may, 2023, by Melissa & Benjamin Lundeen



Notary Public

City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(jld)

EXHIBIT A

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 8, Block 1, Kriha Addition to Brainerd and Outlot C, Buffalo Hills, according to the plats thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet;

thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet;

thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet;

thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet;

thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet;

thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet;

thence North 13 degrees 16 minutes 56 seconds East a distance of 111.76 feet;

thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet;

thence North 38 degrees 33 minutes 12 seconds West a distance of 50.93 feet to the south line of said Lot 8 and the point of beginning of the center line to be described;

thence continuing North 38 degrees 33 minutes 12 seconds West a distance of 55.53 feet;

thence North 69 degrees 33 minutes 33 seconds West a distance of 129.94 feet;

thence North 52 degrees 35 minutes 29 seconds West a distance of 59.65 feet;

thence North 55 degrees 16 minutes 46 seconds West a distance of 49.75 feet;

thence North 19 degrees 14 minutes 08 seconds West a distance of 50.62 feet;

thence North 36 degrees 49 minutes 25 seconds East a distance of 100.06 feet;

thence North 05 degrees 42 minutes 51 seconds West a distance of 38.41 feet to the north line of Lot 7, Block 1, said Buffalo Hills and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the southeast corner of said Lot 8; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Lot 8 a distance of 315.22 feet to the southwest corner of said Outlot C;

thence North 43 degrees 46 minutes 31 seconds West along a southwest line of said Outlot C a distance of 154.99 feet to the west line of said Outlot C;

thence North 05 degrees 40 minutes 39 seconds East along said west line a distance of 212.20 feet to the north line of said Outlot C;

thence North 89 degrees 05 minutes 05 seconds East along said north line a distance of 64.42 feet;

thence South 01 degrees 54 minutes 08 seconds East a distance of 38.00 feet;

thence South 14 degrees 42 minutes 20 seconds West a distance of 100.67 feet;

thence South 53 degrees 35 minutes 26 seconds East a distance of 130.83 feet;

thence South 70 degrees 32 minutes 36 seconds East a distance of 41.94 feet;

thence South 32 degrees 54 minutes 36 seconds East a distance of 62.74 feet;

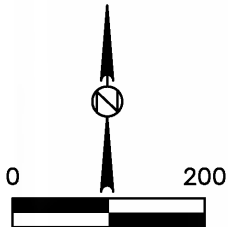
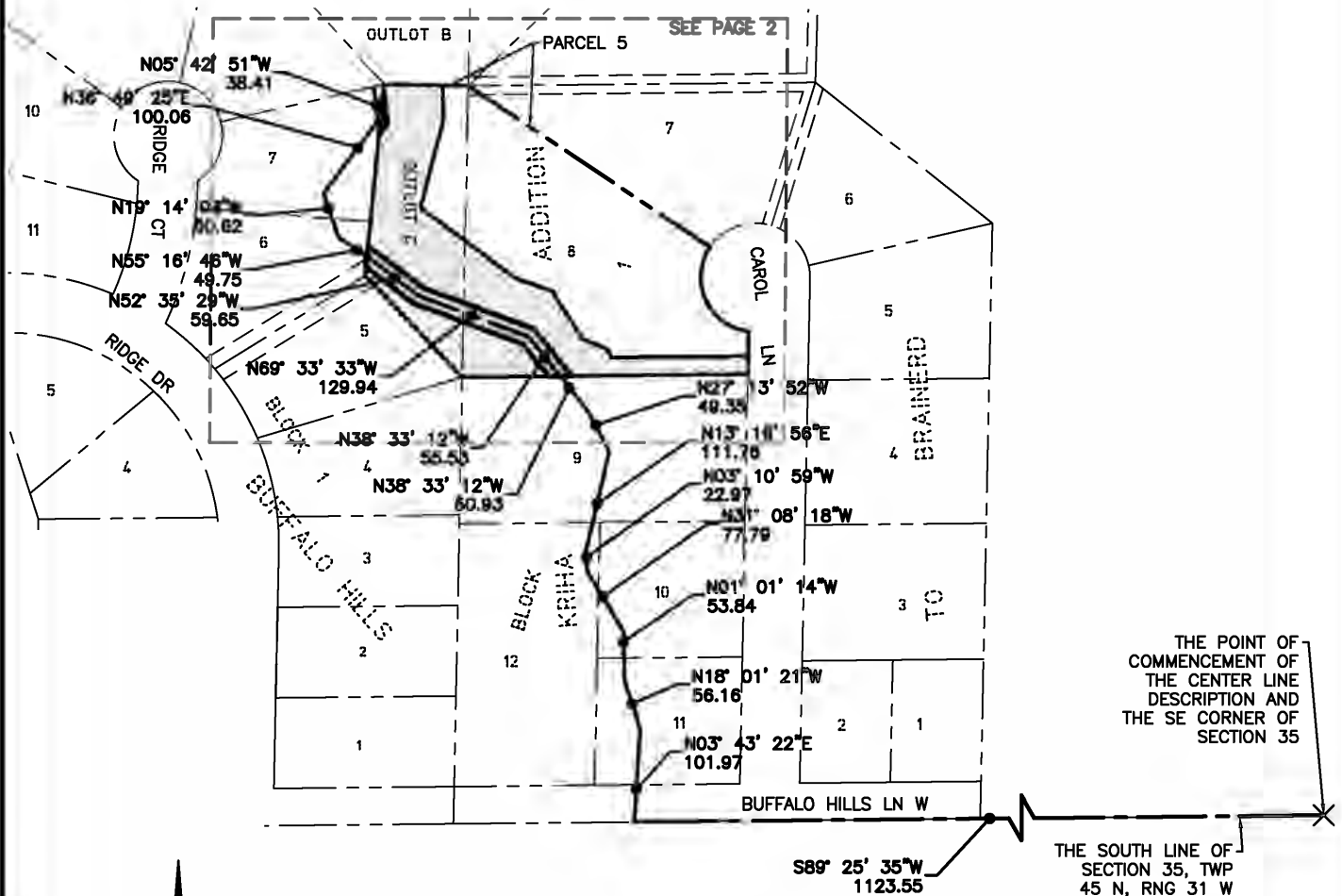
thence South 67 degrees 14 minutes 38 seconds East a distance of 29.43 feet;

thence South 31 degrees 03 minutes 46 seconds East a distance of 10.92 feet;

thence North 89 degrees 25 minutes 35 seconds East a distance of 150.03 feet to the east line of said Lot 8;

thence South 01 degrees 10 minutes 35 seconds West along said east line a distance of 19.99 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.



NOTE: NOT A BOUNDARY SURVEY

LEGEND

- SUBJECT PARCEL LINE
- OTHER PLAT LINES
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT CENTER LINE
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT

EASEMENT/PARCEL AREAS

PROPOSED PERMANENT EASEMENT: 5,323 SF

PROPOSED TEMPORARY EASEMENT: 34,357 SF

TOTAL EXISTING PARCEL 5 AREA 92,089 SF

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSLAVJEVIC
LIC NO. 50008



Owner: Benjamin J and Melissa A Lundeen

Address: 143 Carol Ln,
Brainerd MN 56401

EASEMENT DESCRIPTIONS

A permanent easement for drainage and utility purposes over, under and across that part of the following described property:

Lot 8, Block 1, Kriha Addition to Brainerd and Outlot C, Buffalo Hills, according to the plats thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.

Which lies within a 20.00 foot strip of land whose center line is described as follows:

Commencing at the southeast corner of Section 35, Township 45 North, Range 31 West, Crow Wing County, Minnesota; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Section 35 a distance of 1123.55 feet; thence North 03 degrees 43 minutes 22 seconds East a distance of 101.97 feet; thence North 18 degrees 01 minutes 21 seconds West a distance of 56.16 feet; thence North 01 degrees 01 minutes 14 seconds West a distance of 53.84 feet; thence North 31 degrees 08 minutes 18 seconds West a distance of 77.79 feet; thence North 03 degrees 10 minutes 59 seconds West a distance of 22.97 feet; thence North 13 degrees 16 minutes 56 seconds East a distance of 111.76 feet; thence North 27 degrees 13 minutes 52 seconds West a distance of 49.35 feet; thence North 38 degrees 33 minutes 12 seconds West a distance of 50.93 feet to the south line of said Lot 8 and the point of beginning of the center line to be described; thence continuing North 38 degrees 33 minutes 12 seconds West a distance of 55.53 feet; thence North 69 degrees 33 minutes 33 seconds West a distance of 129.94 feet; thence North 52 degrees 35 minutes 29 seconds West a distance of 59.65 feet; thence North 55 degrees 16 minutes 46 seconds West a distance of 49.75 feet; thence North 19 degrees 14 minutes 08 seconds West a distance of 50.62 feet; thence North 36 degrees 49 minutes 25 seconds East a distance of 100.06 feet; thence North 05 degrees 42 minutes 51 seconds West a distance of 38.41 feet to the north line of Lot 7, Block 1, said Buffalo Hills and said center line there terminating.

Together with a temporary easement for construction purposes over, under and across that part of the above described property which lies in that part described as follows:

Beginning at the southeast corner of said Lot 8; thence on an assumed bearing of South 89 degrees 25 minutes 35 seconds West along the south line of said Lot 8 a distance of 315.22 feet to the southwest corner of said Outlot C; thence North 43 degrees 46 minutes 31 seconds West along a southwest line of said Outlot C a distance of 154.99 feet to the west line of said Outlot C; thence North 05 degrees 40 minutes 39 seconds East along said west line a distance of 212.20 feet to the north line of said Outlot C; thence North 89 degrees 05 minutes 05 seconds East along said north line a distance of 64.42 feet; thence South 01 degrees 54 minutes 08 seconds East a distance of 38.00 feet; thence South 14 degrees 42 minutes 20 seconds West a distance of 100.67 feet; thence South 53 degrees 35 minutes 26 seconds East a distance of 130.83 feet; thence South 70 degrees 32 minutes 36 seconds East a distance of 41.94 feet; thence South 32 degrees 54 minutes 36 seconds East a distance of 62.74 feet; thence South 67 degrees 14 minutes 38 seconds East a distance of 29.43 feet; thence South 31 degrees 03 minutes 46 seconds East a distance of 10.92 feet; thence North 89 degrees 25 minutes 35 seconds East a distance of 150.03 feet to the east line of said Lot 8; thence South 01 degrees 10 minutes 35 seconds West along said east line a distance of 19.99 feet to the point of beginning.

Excepting that part which lies within the above described permanent easement.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:
PRINTED NAME:

11/23/2022

MILAN DOBROSavlJEVIC
LIC NO. 50008



Owner: Benjamin J and Melissa A Lundeen

Address: 143 Carol Ln,
Brainerd MN 56401



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Authorize Staff to Apply for Safe Routes to School Grant for Lowell Elementary

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: Staff is requesting Council authorization to apply for the Safe Routes to School (SRTS) grant program for Lowell Elementary. In the Safe Routes to School report in July 2021, several projects were recommended. Many projects have already received SRTS funding and have been constructed. One of the remaining projects in the report is along the north side of Lowell Elementary on H Street NE. The report recommends a combination of pedestrian crossing improvements including curb crossing bump outs, rectangular rapid flashing beacon (RRFB) signage, dynamic speed display (DSD) signs, and other improvements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The SRTS grant program for 2023 has increased the maximum award amount to \$1 Million, an increase from \$500,000 in previous years. No local match is required for the funding. The grant will cover construction costs for the project, however engineering expenses are not eligible. Staff has also spoken with the Principal of Lowell Elementary and she is supportive should the City Council authorize the application. Staff would return to the City Council with a proposed resolution of support that would be needed for the application.

Awards for the grant application are expected in spring 2024. The grant program is for projects to be constructed in 2024 or 2025. Should the project be awarded funding, it would be expected that the project be constructed in 2025 to allow for design of the project in 2024 following award of the funds.

RECOMMENDED ACTION/MOTION: Staff is requesting Council authorize application for the Safe Routes to School grant for Lowell Elementary.

FINANCIAL IMPACT: N/A



CHAPTER 5: PROPOSED PROJECTS

This chapter summarizes the proposed projects identified and described in Chapter 4 for each school (see Table 6 and Figure 30, Figure 31, and Figure 32). Each project and associated key elements are described in project sheets that are designed to be independently used external to this Study document for public outreach or grant applications. Pertinent information such as project location, type, description, and estimated cost are included.

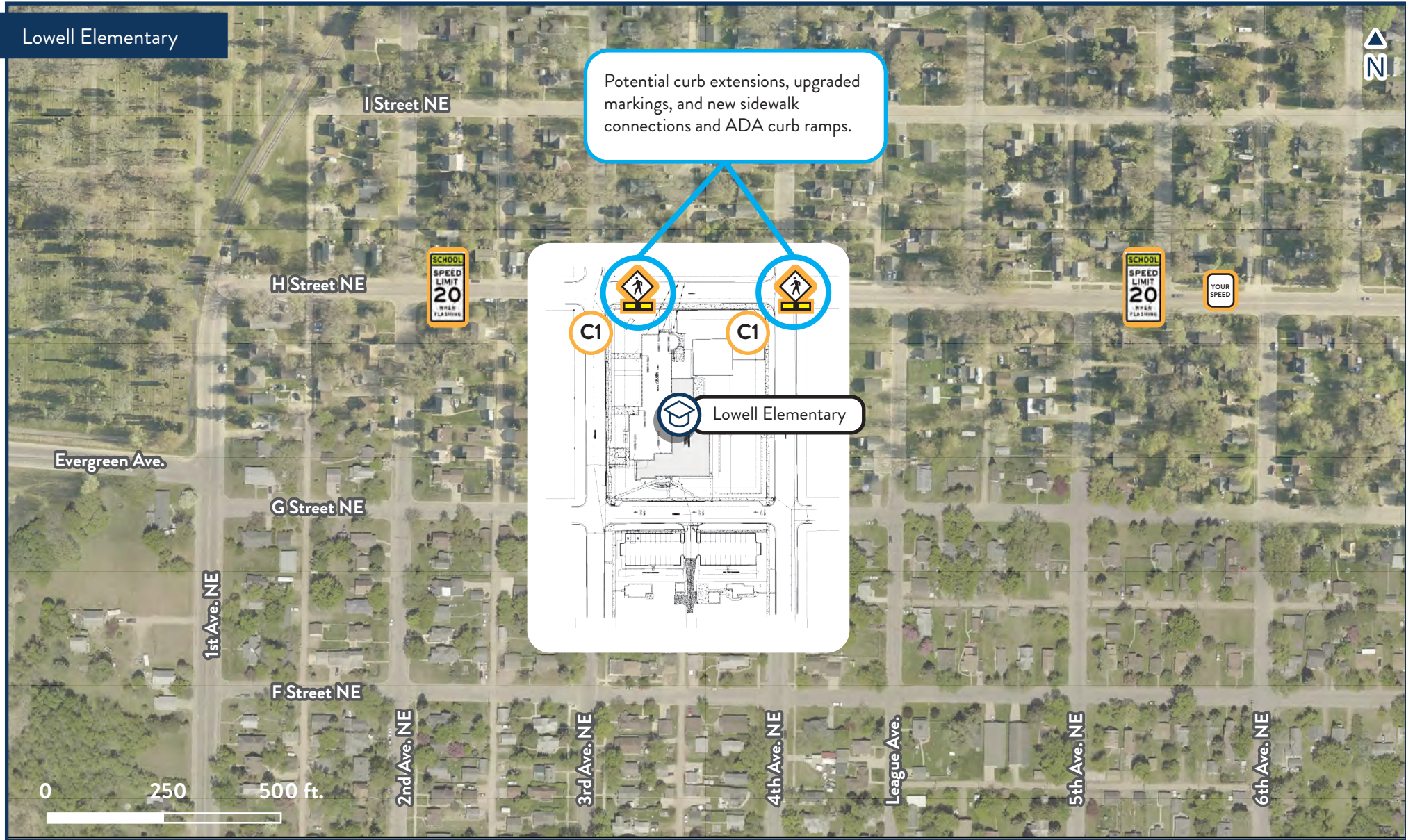
Table 6. Proposed Projects

ID ¹	Location	Project Type	Description	Estimated Cost ²
Harrison Elementary School				
C1	Oak Street – SE 15th Street and SE 16th Street	Intersection	Crossing improvements - includes curb extensions, upgraded crossing markings, and new sidewalk connections and ADA curb ramps. Includes potential median to assist with traffic calming and improving safety near the school.	\$295,000 - \$420,000
SE1	Oak Street	Sign Enhancements	Various signs/systems to enhance safety and visibility of infrastructure.	\$5,000 - \$95,000
Lowell Elementary School				
C1	H Street NE – 3rd Avenue NE and 4th Avenue NE	Intersection	Crossing improvements - includes curb extensions, upgraded crossing markings, and new sidewalk connections and ADA curb ramps.	\$270,000
SE1	H Street NE	Sign Enhancements	Various signs/systems to enhance safety and visibility of infrastructure.	\$5,000 - \$95,000
Riverside Elementary School				
C1	Williams Street and NW 4th Street	Intersection	Crossing improvements - includes upgraded crossing markings, and new sidewalk connections and ADA curb ramps.	\$25,000

¹ Order does not denote priority.

² Cost estimates for crossing infrastructure were developed using the concept designs produced by SRF Consulting Group.

Source: SRF Consulting Group, 2020

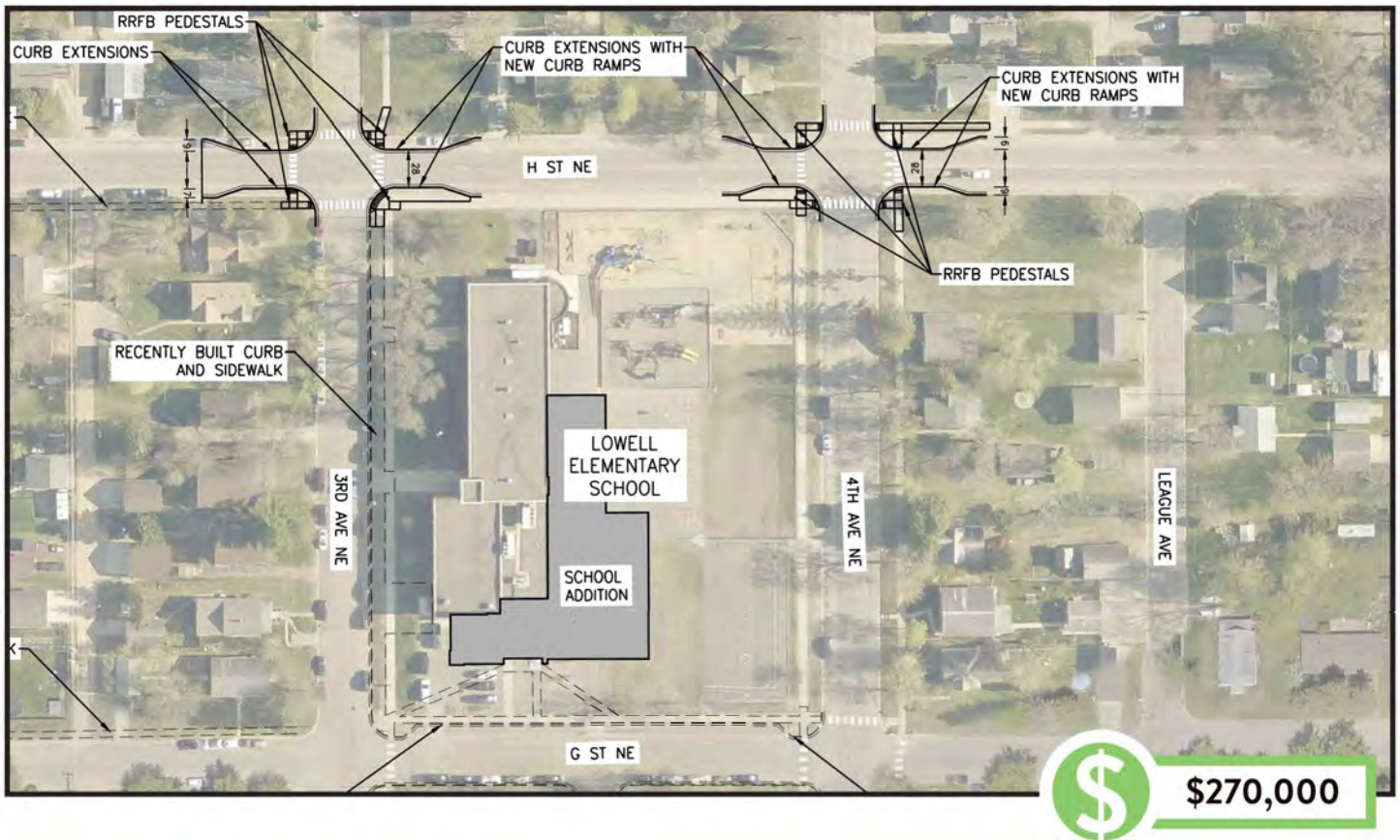


Lowell Elementary
Proposed Safe Routes to School Projects
 Brainerd, MN
 Figure 31

- Focus School
- RRFB
- School Speed Zone Sign
- Dynamic Speed Sign
- Improvement ID

Signs shown on this map correspond to those in the SE1 Project
 Note: The site layout for the Lowell school remodel is shown above.

C1. LOWELL ELEMENTARY SCHOOL CROSSINGS

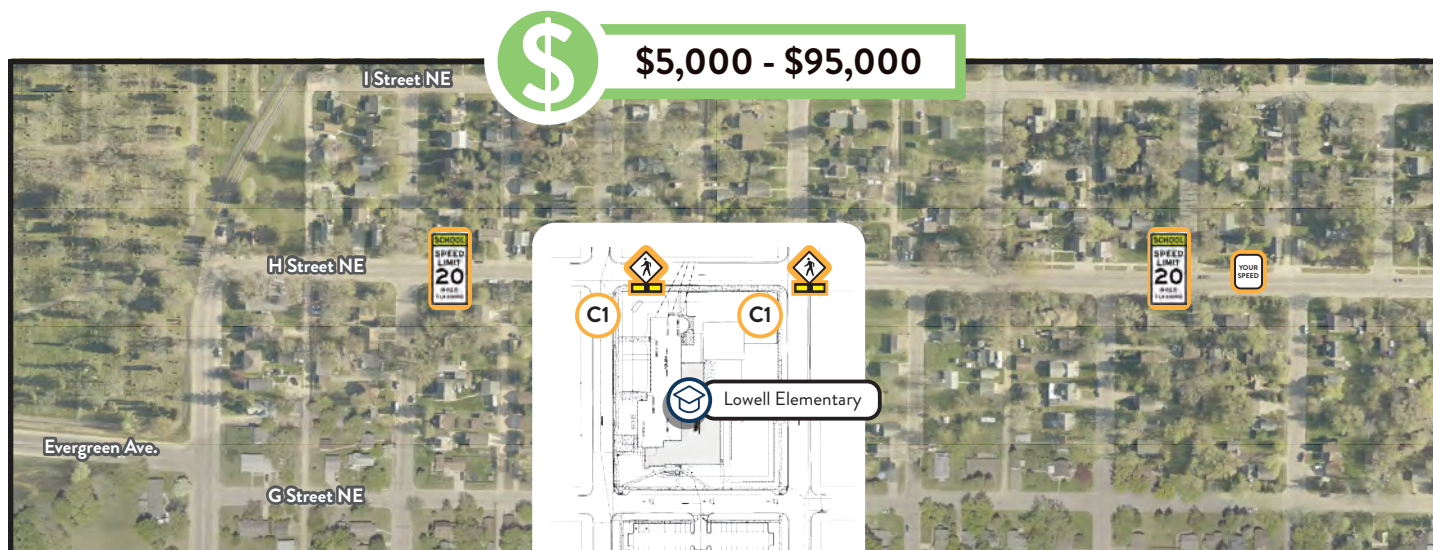


KEY PROJECT ITEMS

- Currently students must cross a wide cross-section of H Street NE at the 3rd Avenue NE and 4th Avenue NE intersections.

Infrastructure	Improvement Description and Benefit	Average Cost
Curb Extension	Shortens crossing distance and increases motorist vision of people crossing. Potential implementation for crossing H Street NE on the west and east approaches of 3rd Avenue NE and 4th Avenue NE.	\$270,000
Pavement Markings and Detectable Warnings	Install to clearly delineate the crossing path of pedestrians.	

SE1. LOWELL ELEMENTARY SCHOOL SIGNING ENHANCEMENTS



KEY PROJECT ITEMS

- Currently there are static speed limit and school zone speed limit signs east and west of Lowell Elementary School along H Street NE. Vehicular traffic along H Street NE is prone to driving faster than the posted speed limit.
- Minimal gaps in traffic while trying to cross H Street NE.
- Current signing does not indicate when/if the school zone speed limit is active.

Infrastructure	Improvement Description and Benefit	Average Cost
Rectangular Rapid Flashing Beacon (RRFB)	Install a RRFB system (4 pedestals) at the following locations: -East and west approaches of the H Street NE and 3rd Avenue NE intersection -East and west approaches of the H Street NE and 4th Avenue NE intersection in both the eastbound and westbound directions along H St between 3rd Avenue NE and 4th Avenue NE. Important at high-volume locations to enhance the safety and comfort to cross which could eliminate potential barrier to walking or bicycling. Yield compliance of 70 to 95 percent. Estimated Crash Modification Factor of 53 percent.	\$80,000 (\$40,000 per system)
Dynamic Speed Display (DSD) Signs	Displays current speed vehicles are traveling as the car approaches the sign. Encourages drivers to slow down by making them aware of their current speed as they are nearing the school zone east of Lowell Elementary School on H Street NE. Use DSD sign with a 30-mph speed limit sign.	\$10,000
LED Flashing School Speed Zone Signs	Replace the two existing school zone speed limit signs currently installed along H Street NE with LED flashing signs. The sign would flash yellow and white LED lights surrounding the sign during school arrival and departure periods. The sign can be programmed for specific time of day, day of week, and month of year functionality to ensure it only flashes when necessary.	\$5,000 (\$2,500 per sign)



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Authorize Staff to Submit Transportation Alternatives Grant Application - TH 210/Lum Park Pedestrian Bridge

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: The solicitation period is open for the Transportation Alternatives grant program. Staff is requesting authorization to apply for the grant program for the TH 210/Lum Park Pedestrian Bridge project. This is the same program that staff applied for last winter, however was not awarded grant dollars. As staff prepared the application last winter, less staff time will be needed to re-submit this year with some changes based on the final Feasibility Study.

It is required that the City submit a Letter of Intent by November 3rd. A full application would then be due before January 12, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached to this item are pages from the Feasibility Study completed for the project by SRF last spring as well as the Letter of Intent worksheet that staff would submit, should the Council approve. Staff would also need a resolution of support from the City Council, to be requested at a future meeting. The grant program allows for a maximum grant award of \$800,000 with a minimum of \$200,000 local matching funds (20%).

RECOMMENDED ACTION/MOTION: Staff requests authorization to submit a Transportation Alternatives grant application for the TH 210/Lum Park Pedestrian Bridge project.

FINANCIAL IMPACT: N/A

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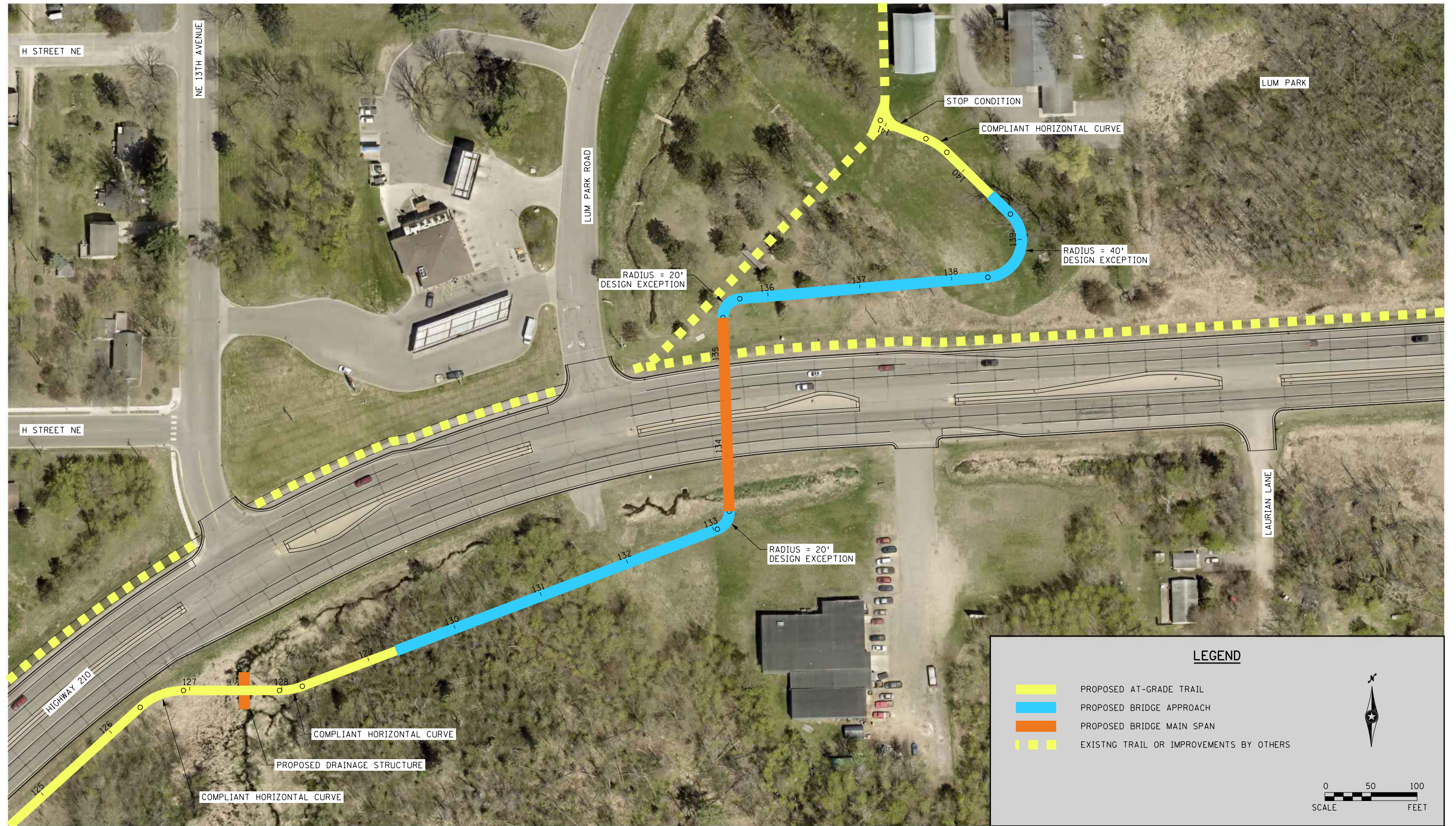
Job #16359
4/26/2023

Preferred Trail & Bridge Alignment

TH 210 / Lum Park Pedestrian Bridge Study
for City of Brainerd, in Crow Wing County, Minnesota

Figure B
1 of 3

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Job #16359
4/25/2023

Bridge Aesthetics - Lum Park Characteristics w/ Unpainted Truss & Railing

TH 210 / Lum Park Pedestrian Bridge Study
for City of Brainerd, in Crow Wing County, Minnesota

Figure G
1 of 4



Greater Minnesota Transportation Alternatives Solicitation

2023/24 Solicitation Letter of Intent Worksheet

Funding in year 2028

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Worksheet Instructions.....	3
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2023/24 Solicitation Timeline	4
LOI Review Process	Error! Bookmark not defined.
Letter of Intent Worksheet	5
Applicant Information	5
Project Information.....	5

Note: The solicitation for Transportation Alternatives funding for the seven-county Twin Cities metropolitan area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington counties) is conducted by the Metropolitan Council and the Transportation Advisory Board. For more information about the metro area solicitation, visit the [Met Council website](#).

Overview

For the 2023/24 application cycle, MnDOT is conducting a solicitation for Transportation Alternative (TA) projects. The application will follow previous years where applicants meet eligibility requirements to be considered for the program. Important eligibility requirements are noted below.

- The TA funding available through this solicitation is for project construction in fiscal year 2026. TA funding requires a 20 percent local match. Only projects located outside of the seven-county metropolitan area are eligible for TA funding. Maximum funding awards are set by each Area Transportation Partnership.

See the TA Solicitation Guidebook for more information about the program and additional eligibility requirements.

Worksheet Instructions

Please use this worksheet to prepare your responses before completing the letter of intent online. All final LOIs must be submitted through the [solicitation website](#). In completing the LOI, please be specific about the work for which you are seeking support and write in plain language. **This Word document is not the form to be submitted.**

Related Documents

- **TA Solicitation Guidebook** – includes information related to the overall solicitation process and eligibility requirements for TA funding.
- **TA Solicitation Full Application** – the full application form for the TA solicitation. Full application documents are available from each [ATP](#) directly.

2023/24 Solicitation Timeline

- **Monday October 2, 2023** – Announce TA solicitation. Open letter of intent period.
- **Friday, November 3rd, 2023** – Deadline for applicants to submit letters of intent.
- **Monday, November 20th, 2023** – Deadline for RDO/MPO/district review of letters of intent. Recommendation to proceed forward with full application given to applicants.
- **Friday, November 24th, 2023** – Official start of full application period.
- **Friday, January 12th, 2024**– Deadline for applicants to submit full applications.
- **Friday, April 12th, 2024** – Deadline for ATPs to select TA projects.

Interested applicants are strongly recommended to complete a letter of intent for their project prior to submitting a full application. Upon completion, the LOIs will be distributed to the appropriate regional development organization, metropolitan planning organization or MnDOT district for review. The reviewing party will discuss the project with the applicant and either recommend or not recommend that the applicant proceed to the full application. The goal of this initial review is to ensure project eligibility and determine project readiness prior to submittal of the full application. A recommendation to proceed will be received by the applicant on or before the start of the TA full application period.

Letter of Intent Worksheet

Applicant Information

Name of applicant organization: City of Brainerd

Title of project: TH 210/Lum Park Pedestrian Bridge

Name of contact: Jessie Dehn, P.E., City Engineer/Public Works Director

Address: 501 Laurel Street

City: Brainerd **State:** MN **Zip:** 56401

County: Crow Wing

Phone: 218-454-3411 **Email:** JDehn@ci.brainerd.mn.us

Project Information

1. **One sentence description of the work for which you are seeking support:** Construction funding for the TH 210/Lum Park Pedestrian Bridge over Highway 210 in Brainerd.
2. **Amount of funding requested:** \$800,000
3. **Total project budget. Please briefly explain the total estimated amount of funding needed for the project. Include the amount requested through this application and other sources. If interested in being consider for Transportation Alternatives funding, specifically identify how you will obtain the 20 percent match (100 words maximum):** The Feasibility Report identified a total project construction estimate of \$5,110,000. The City is requesting \$800,000 through the Transportation Alternatives program towards construction funding. Other sources may include other grant/bonding opportunities, Municipal State Aid and other local funding sources.
4. **Project request type (capital, planning, both):** Capital
5. **Describe the work you want to do for which you are seeking support. Include a description of the project development activities for this project completed to date (250 words maximum):** The City is requesting funding towards construction of the bridge. The City of Brainerd hired SRF in spring 2023 to complete a Feasibility Report for the bridge project. Development of the Feasibility Study included involvement by several different parties including City staff, City Council, Park Board, MnDOT, MnDNR, and others. The report includes identification of aspects that will need to be addressed through the preliminary engineering phase including concept layout and geometry, utility impacts, wetland and environmental impacts, and other considerations. Once construction funding has been secured for the project, it is anticipated that the City Council would authorize contracting for preliminary and design engineering services.
6. **Describe how your project meets a transportation purpose (100 words maximum):** The project would construct a bridge across Highway 210 adjacent to Lum Park and connect to a trail segment that was

constructed in 2023 as part of MnDOT's TH 25 Bridge replacement project. The pedestrian bridge will provide for a safer facility for non-motorized users to travel on an off-street facility with limited interaction with vehicle traffic. Currently, for users to get to the south side of TH 210, they are required to find an at-grade crossing to traverse across a 4-lane divided highway that carries over 12,000 vehicles per day (over twice this volume during peak summer season).

7. **List any adopted plans that your project has been identified in (statewide, regional, Safe Routes to School, Scenic Byways, etc.):** This project has not been specifically identified in any regional or local plans. However, the project does aim to accomplish and enhance several goals and strategies of regional and local plans. The Region 5 Development Commission completed a Resilient Region Plan that identified several issues and recommendations including walking and biking through recommendations of planning multi-modal options on projects where it makes sense, investing in alternative transportation, increasing mobility options, and addressing traveler safety. This project would aim to advance and accomplish many of those goals laid out in the Resilient Region Plan from the R5DC. The City of Brainerd adopted a Complete Streets Policy in March 2015. This project would address nearly every purpose of the Complete Streets Policy including safety, public health, quality of life considerations as well as many others. This project would also fall in line with prioritization laid out in the policy with connection to significant destinations, access across a major barrier (TH 210), a high number of anticipated users, and further establishing continuity in the trail network. Finally, per the Minnesota Mississippi River Parkway Commission, this project would align with the mission and Corridor Management Plan of the MN-MRPC. The MN-MRPC is a byway organization of the Minnesota Great River Road National Scenic Byway. While this project is not directly identified in the mentioned plans, the project would accomplish and advance many of the goals and objectives while coordinating the efforts as part of MnDOT's TH 210 Reconstruction project in 2026-2027.
8. **Is the proposal an initiative of a local Safe Routes to School program?** ☐ Yes ☒ No
9. **Does the proposal benefit a designated Scenic Byway?** ☒ Yes ☐ No
10. **If yes, which Scenic Byway?** Great River Road National Scenic Byway
11. **Describe your organization and/or the sponsoring agency's history with delivering federally funded projects, focusing on infrastructure projects. If not applicable, identify the key steps and strategies that will be used to deliver the project (250 words maximum):** The City of Brainerd has completed several Safe Routes to School funded projects in recent years, 2019, 2020, and 2023. We have also completed projects with Transportation Alternatives funding as well. City staff has considerable experience with delivering federally funded projects on time and utilizing the funds provided. Should City staff not have the availability to administer the project, the City would likely look to hire a qualified and experienced consultant engineer to perform contract administrative services.
12. **Have you contacted representatives from the sponsoring agency, including elected officials and county engineers? If so, please describe what has resulted from this conversation and if you have written support for the project (50 words maximum):** The City of Brainerd is the sponsoring agency for the project. The Brainerd City Council has been directly involved in the project development process to date. This continues to be a high-priority project for the City Council.



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Direction on Active Code Enforcement Cases

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

With the adoption of Ordinance No. 1524, the revised Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administration citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violation.

Staff is bringing one (1) property before the Committee for review. Staff is looking for direction from the Council as how to proceed with the cases.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached is the case file for:
303 J St.

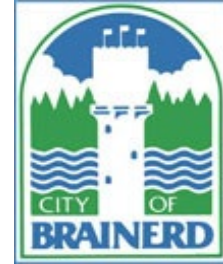
Section 320, action that could be taken against these properties include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

RECOMMENDED ACTION/MOTION: See Memo

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: October 16, 2023

RE: Recommendations for Active Code Enforcement Cases

Staff recommends the following actions for the active code enforcement cases brought before the City Council:

- **303 J St NE**
 - Received one (1) Notice of Violation Letter (08/09/23) and three (3) Citations for Junk/Debris/Blight
 - First citation 9/13/23 – Third citation 10/9/23
 - \$300 in open citations
 - Staff attempted to work with the property owners this summer and provided options.
 - Property owners indicated in a September Letter that they are registered as an American National and is no longer a member of the corporation that is the United States. They indicated that ordinances and rules no longer apply to them and they will not correct the issue.

Staff recommends issuing a \$300 citation every month until the fence is corrected.

Running Summary of Actions Taken

1005 3rd Ave NE – Administrative warrant received, and property was abated 5/4/23 - junk and debris - \$825 in open fines.

915 Laurel Street – Administrative warrant received 5/30/23. Abated 6/9/23.

1306 Oak Street – Immediate \$300 fine for garbage – Administrative warrant received 5/23/23. Abated 6/2/23.

1306 Oak Street – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1201 Norwood – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

924 7th Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

408 2nd Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1113 Rosewood St – Administrative warrant received, and property was abated for garbage and junk/debris/blight 6/22/23.

924 7th Ave NE – 3rd citation for tree limbs, brush pile sent to property owner – abated 6/30/23.

1812 Oak St – Administrative warrant received, and property was abated for garbage and junk/debris 7/26/23.

1306 Oak Street – Immediate \$300 fine for garbage – received administrative warrant 8/14/23 to abate garbage. Abated 8/21/23.

1306 Oak Street – Received administrative warrant 8/14/23 to abate broken fence. Abated 8/21/23.

412 J St NE – Requested administrative warrant 8/18/23 to abate junk/debris. Abated 8/23/23.

1113 Rosewood St – Immediate \$300 fine for garbage - requested administrative warrant 8/1; 8/28 to abate garbage. Abated 9/5/23.

609 11th Ave NE – Sent final 10-day letter to correct 8/22/23. Will obtain an administrative search warrant to abate after the deadline if no action. Requested warrant 9/12/23. Abated 9/5/23.

PID 41191502 – Issuing \$300 citation each month thru 12/1/2023.

PID 41241233 and 301 9th St S – Sent 10-day letters to correct 8/22/23. Will work on abatement after that deadline if no action has been taken. Issue has been resolved.

1623 Emma St – Requested administrative search warrant to abate 9/6/23.

1005 3rd Ave NE– Requested administrative search warrant to abate 9/6/23. Abated 9/29/23.

915 Laurel St– Requested administrative search warrant to abate 9/6/23.

823 Willow St – Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23.

701 4th St SW– Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23. The property owner has submitted an application for a short-term rental.

1424 8th St S – Requested administrative search warrant to abate 9/19/23. Property owners complied.

15284 Beaver Dam Rd – Issuing \$300 citation and monitor for future advertisements for rental.

City of Brainerd
501 Laurel St.
Brainerd, MN. 56401

Anthony (Tony) Rees
303 J. St. NE.
Brainerd, MN. 56401

To whom it may concern, (Dylan Edwards) (James Kramvik)

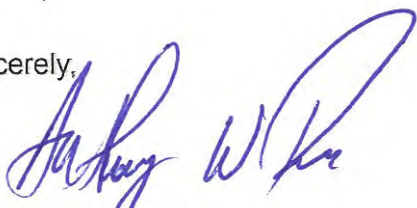
I am writing, (again) due to the incessant harassment, nuisance, and prejudice of myself, my wife and our home. It is straight harassment and it is total BS. Every day or every other day while I am home on my break from work, I see the city guy drive by and stare, only at our house too, not any other houses. Not our neighbors house, that the whole yard is covered in crap. Nope just stares and rubber necks directly at our house.

We put up a fence, yes. For our own privacy, safety and piece of mind. We have a pool, a pond, with a little waterfall and we do not want people to wander in off the street or for animals to come into the yard. The "rule" has always been, if you have a pool, you must have a fence. The fence does not block the front of the house, it is not an eye sore, it is not a cobbled together ugly fence. It looks nice and it is functional and serves its purpose. Just because someone in the city, whom we pay their salary, came up with some new ordinance or rule that makes it difficult or impossible for people to do anything on their property. Like put up a fence on a corner lot. Why should it matter if its a corner lot, or a middle lot. Makes absolutely zero sense and it sounds and seems to us like you people are trying to make this some kind of a socialist city. That brings me to my next point.

As of a month or two ago, I am now a registered American State National. I am not a member of the corporation that is the United States. I am a resident of state of MN. in the country of the United states. Your petty ordinances and rules do not apply to me. I am above that. It is public information. Look it up if you so desire. There is a few of us in Crow Wing County. If you want to talk to or have any questions, you can contact the coordinator for this area. His name is Chester Nelson. His email is woodviking52@yahoo.com or minnesota-coordinator@mail.americanstatenationals.us Mailing address - The Minnesota Assembly P.O. Box 405 Clearwater, MN. 55320

Thank you

Sincerely,



Anthony (Tony) Rees

RECEIVED
OCT 10 2023
CITY OF BRAINERD
ADMINISTRATION

August 09, 2023

Anthony and Nicole Rees
303 J St.
Brainerd, MN 56401

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Anthony and Nicole Rees,

Despite communication on your behalf to members of the City Council of Brainerd and The Planning Commission, the Community Development Department has received no direction to cease corrective action or amend existing fence codes. Given these developments we are resuming corrective action against the Code violations present at the property listed below with the following violation.

Property Address: 303 J ST NE
Real Estate Code: 41190954

Violation: Zoning Code Violation

515-4-11 Fence Standards.

F.2. Except as prohibited by Section [D] a fence up to six and one half (6.5) feet high may be erected from a line extended from the front facade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 09/9/2023

Action in this case will be considered the reduction of the fence along J St's height to four feet in height within one month. For your benefit the citation procedure is included below.

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the correction please call this office to discuss corrective actions. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Assistant Planner, Dylan Edwards if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD



This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN23-0441

Date of Violation: 09/13/2023

Parcel ID: 41190954

Violator(s): Rees, Anthony & Nicole
303 J St. NE
Brainerd, MN 56401

Location/Address of Violation: **303 J ST NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-4-11	Zoning Code Violation	\$100.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$100.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 09/23/2023

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Dylan Edwards, Assistant Planner

Date: 09/13/2023

Representative's Signature:

(served via first class mail)





This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN23-0441

Date of Violation: 09/25/2023

Parcel ID: 41190954

Violator(s): FUHRER, JERRY W & SHAWNA L
PO BOX 290
PINE RIVER, MN 56474

Location/Address of Violation: **303 J ST NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-4-11-F.2	Zoning Code Violation	\$200.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$200.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 10/05/2023

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Dylan Edwards, Assistant Planner

Date: 09/25/2023

Representative's Signature:

(served via first class mail)





This citation charges you with one or more violations of the
Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN23-0441

Date of Violation: 10/09/2023

Parcel ID: 41190954

Violator(s): FUHRER, JERRY W & SHAWNA L
PO BOX 290
PINE RIVER, MN 56474

Location/Address of Violation: **303 J ST NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-4-11.F.2	Zoning Code Violation	\$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

**Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to:
City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.**

Re-inspection Date: 10/19/2023

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Dylan Edwards, Assistant Planner

Date: 10/09/2023

Representative's Signature:

(served via first class mail)





City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Authorize Signatures and Enter Into School Resource Officer Services Agreement

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: John Davis, Police Chief

DEPARTMENT: Police

PRESENTER: John Davis, Police Chief

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: On September 20th, Minnesota Attorney General (AG) Ellison addressed the legislative changes to Minnesota chapter 121A, which were believed to limit a School Resource Officer's (SRO) ability to use force. AG Ellison's binding opinion has addressed the police department's concerns, and Police Chief Davis is requesting to enter into a contract with School District 181 for SRO services for the remainder of the 2023/2024 year and the 2024/2025 school year.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: On September 20th AG Ellison gave an opinion pertaining to the amendment to MN statute 121A and in his opinion he concluded: "The Amendment does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death. It also does not limit the types of reasonable force that may be used by public officers to carry out their lawful duties, as described in Minnesota Statutes section 609.06, subdivision 1(1). The test for reasonable force remains unchanged and is highly fact-specific".

Minnesota Statutes section 8.07 provides that "on all school matters" attorney general opinions like this one are "decisive." The Minnesota Supreme Court has confirmed the opinions are "binding" until overruled by courts. A special session to address the issue through legislation would have been a more favorable solution. However, upon review of the AG opinion and guidance from the League of Mn Cities and Attorney Langel, it is felt the primary concerns that led to withdrawing from the SRO contract have been satisfactorily addressed. Our School Response Officer's daily assignment has been adjusted and he now has a presence within the school.

On October 9th the ISD 181 Board of Education approved entering a new contract with the City of Brainerd. The contract remained unchanged from the previous contract except for the payment amount. The original contract for \$91,788 was based on 171 days for the 2023/2024 school year. The payment amount for the new 2023/2024 contract is \$78,905, which is the prorated amount for the 24 days the SRO didn't provide services within the school.

RECOMMENDED ACTION/MOTION: Authorize the signatures and enter into the proposed School Resource Officer Services Agreement between the City of Brainerd and ISD 181.

FINANCIAL IMPACT: Revenue from ISD 181, \$78,905 (2023/2024) and \$96,664 (2024/2025) school years.

SCHOOL PUPILS: DISCIPLINE: Laws of Minnesota 2023 ch. 55, art. 2, § 36 and art. 12, § 4 do not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death or to carry out lawful duties as set forth in Minnesota Statutes section 609.06, subd. 1(1). Minn. Stat. §§ 121A.58; 121A.582. Op. Atty. Gen. 169f (August 22, 2023) supplemented.

169f



The Office of
Minnesota Attorney General Keith Ellison
helping people afford their lives and live with dignity and respect • www.ag.state.mn.us

September 20, 2023

Willie L. Jett, II
Commissioner
Minnesota Department of Education
400 NE Stinson Boulevard
Minneapolis, Minnesota 55413

Re: Recent Amendments to Student Discipline Laws

Dear Commissioner Jett:

Thank you for your letter of August 18, 2023, which seeks clarity regarding recent amendments to student discipline laws, Minnesota Statutes sections 121A.58 and 121A.582. *See* Act of May 24, 2023, ch. 55, art. 2, § 36; art. 12, § 4 (hereinafter, the Amendment). Pursuant to Minnesota Statutes section 8.07, I issued an opinion on August 22, 2023, with binding guidance on the issue you raised. Since that date I have met with many stakeholders, including the Minnesota Chiefs of Police Association, Minnesota Sheriffs' Association, Minnesota Police and Peace Officers Association, individual police chiefs, legislators, city elected officials, and county attorneys, who brought forward valid questions about the application of the new law. As a result, I supplement that opinion today. By operation of section 8.07, this opinion is “decisive until the question involved shall be decided otherwise by a court,” and therefore it may be relied upon.¹

¹ Minnesota Statutes section 8.07 provides that “on all school matters” attorney general opinions like this one are “decisive.” The Minnesota Supreme Court has confirmed the opinions are “binding” until overruled by courts. *Eelkema v. Bd. of Ed. of Duluth*, 11 N.W.2d 76, 78 (Minn. 1943). “School matters” have been construed broadly, including the interpretation of how general statutes apply in an education context. *E.g., Village of Blaine v. Indep. Sch. Dist. No. 12*, 138 N.W.2d 32, 39-40 (Minn. 1965) (noting attorney general opinion had properly construed statute regarding municipal utilities in applying it to school district); *Mattson v. Flynn*, 13 N.W.2d 11, 16 (Minn. 1944) (noting reliance on attorney general opinion interpreting statutory language regarding teacher retirement funds); *Eelkema*, 11 N.W.2d at 78 (adopting attorney general analysis and noting that attorney general opinion regarding “tenure act”’s application to superintendent had been binding until any contrary court opinion was issued); *Lindquist v. Abbott*, 265 N.W. 54, 55 (Minn. 1936) (noting attorney general opinion regarding whether school district could enter into year-long contract with attorney was “followed ever since” it was issued).

BACKGROUND

Relevant to your inquiry, the Amendment revises Minnesota Statutes section 121A.58 to include a definition of “prone restraint” and to specify that school employees and agents generally: (1) “shall not use prone restraint” on pupils; and (2) “shall not inflict any form of physical holding that restricts or impairs a pupil’s ability to breathe; restricts or impairs a pupil’s ability to communicate distress; places pressure or weight on a pupil’s head, throat, neck, chest, lungs, sternum, diaphragm, back or abdomen; or results in straddling a pupil’s torso” (i.e., compressive restraint techniques). *Id.* at art. 2, § 36.

The Amendment also revises Minnesota Statutes section 121A.582 to provide that: (1) teachers and principals may use reasonable force “to correct or restrain a student to prevent imminent bodily harm or death to the student or another”; and (2) other school employees, agents², and bus drivers may use reasonable force “to restrain a student to prevent bodily harm or death to the student or another.” *Id.* at art. 12, § 4.

QUESTION PRESENTED

You have expressed uncertainty regarding whether the Amendment categorically prohibits prone restraint and compressive restraint techniques in all scenarios. In particular, you ask: “whether the new language in Minnesota Statutes, section 121A.58, subdivision 3 and its reference to Minnesota Statutes, section 121A.582, acts as an exception to the general prohibition on prone restraints and other types of physical holds, thereby allowing the use of these practices when doing so would ‘prevent imminent bodily harm or death to the student or to another.’”

SUMMARY OF CONCLUSIONS

The Amendment does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death.³ It also does not limit the types of reasonable force that may be used by public officers to carry out their lawful duties, as described in Minnesota Statutes section 609.06, subdivision 1(1). The test for reasonable force remains unchanged, and is highly fact-specific.

² Neither the relevant statutes nor the Amendment defines “agents” of the school district. In the absence of a definition provided by the Legislature, Minnesota courts would likely apply “its ordinary legal meaning, which is one who has the authority to act on another’s behalf.” *Hogan v. Brass*, 957 N.W.2d 106, 109 (Minn. Ct. App. 2021) (using that definition of “agent” to interpret chapter 317 of Minnesota law). Whether an individual has authority to act on behalf of the school district depends on facts specifics to each circumstance.

³ Teachers and principals may use these restraints only when a threat of bodily harm or death is *imminent*. See Act of May 24, 2023, ch. 55, art. 2, § 36. However, the word “imminent” is not included in subdivision 1(b), which relates to a broader set of individuals, including school employees, bus drivers, and other “agent(s) of the district.”

ANALYSIS

Three things support these conclusions. First, the Amendment adds a new sentence to Minnesota Statutes section 121A.58, subdivision 3: “Nothing in this section or section 125A.0941 precludes the use of reasonable force under section 121A.582.” *Id.* at art. 2, § 36.⁴ By this language, the Legislature expressed its clear intent to not limit the use of reasonable force when faced with the threat of bodily harm or death. *See, e.g., Houck v. Houck*, 979 N.W.2d 907, 911 (Minn. Ct. App. 2022) (interpreting a “nothing in this section” provision as unambiguous and “susceptible to only one reasonable interpretation”).

Second, Minnesota Statutes section 121A.582 states that: “Any right or defense under this section is supplementary to those specified in section 121A.58[.]” Minn. Stat. § 121A.582, subd. 4. This further evinces the Legislature’s view that the use of reasonable force authorized in Minnesota Statutes section 121A.582 is separate and distinct from the conduct prohibited by Minnesota Statutes section 121A.58. *See, e.g., Christensen v. State Dep’t of Conservation, Game and Fish*, 175 N.W.2d 433, 434 (Minn. 1970) (noting that provisions of an act that are supplementary to each other are construed together so as not to defeat rights); *Merriam Webster’s Collegiate Dictionary* (11th ed.) (defining “supplementary” to mean “additional”).

Similarly, because chapter 609 is referenced in section 121A.58, subdivision 3, as well as in section 121A.582, subdivisions 3 and 4, the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in section 609.06, subdivision 1(1). Therefore, all peace officers, including those who are “school resource officers” or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court. *See* Minn. Stat. § 609.06.

Third, and relatedly, even without those clear indications of intent from the Legislature, the usual canons of statutory construction support the same result. Section 121A.582 specifically governs responses to threats of violence, and therefore controls over the more general statute about acceptable punishments. *See* Minn. Stat. § 645.26, subd. 1 (stating that when a conflict exists between two statutory provisions, the specific provision “shall prevail and shall be construed as an exception to the general provision”); *accord Connexus Energy v. Commissioner of Revenue*, 868 N.W.2d 234, 242 (Minn. 2015). Furthermore, had the Legislature intended to exclude prone restraint and compressive restraint techniques from the reasonable force permitted under Minnesota Statutes section 121A.582, it would have clearly said so. *See In re E.M.B.*, 987 N.W.2d 597, 601 (Minn. Ct. App. 2023) (reiterating that courts cannot add words or meaning to a statute that the Legislature intentionally or inadvertently omitted).

Accordingly, the Legislature did not change the types of reasonable force that school staff and agents are authorized to use in responding to a situation involving a threat of bodily harm or death. Of course, what force is “reasonable” is not defined in law and is determined on a case-by-

⁴ Minnesota Statutes sections 125A.0941-.0942 restrict the actions that may be taken toward students with disabilities. It explicitly allows the use of reasonable force under section 121A.582. Minn. Stat. § 125A.0942, subd. 6(b).

case basis. *See Moses v. Minneapolis Pub. Schs.*, No. C4-98-1073, 1998 WL 846546, at *3 (Minn. Ct. App. Dec. 8, 1998) (“[T]he question of whether the school employees’ acts were a reasonable use of force is a fact issue to be answered by the jury.”); *cf. Bond by and through Bond v. Indep. Sch. Dist. #191*, No. A21-0688, 2022 WL 92661, at *5 (Minn. Ct. App. Jan. 10, 2022) (declining to apply official immunity where school dean used force explicitly defined as prohibited in school restraint training). In addition, the level of threat posed by a particular student or situation can change rapidly, and any assessment of what use of force is reasonable must take that into account.

In recent meetings with representatives of your staff, the Minnesota Chiefs of Police Association, the League of Minnesota Cities, the Minnesota Sheriffs’ Association, and the Minnesota Police and Peace Officers Association, participants raised other important questions. Those questions demonstrate that coordinated training and guidance from trusted law enforcement leaders could be very beneficial in this area and there may be room for additional clarification from the Legislature.

Sincerely,



KEITH ELLISON
Attorney General

Cc: Jeff Potts, Executive Director
Minnesota Chiefs of Police Association
Imran Ali, counsel for MPPOA
Patricia Beety, General Counsel
League of Minnesota Cities

Subject: Statutory changes regarding use of force by school resource officers.

Principal Issues: Use of force by school resource officers and other officers who are agents of a school district; Minnesota Statutes, sections 121A.58, 121A.582, and 609.06, subdivision 1(1); reliance on attorney general opinions.

Date Issued: September 27, 2023

Prepared By: League of Minnesota Cities Insurance Trust

Executive summary:

As a result of recent changes to Minnesota law, and subsequent interpretations of these changes by the Minnesota Attorney General:

- School resource officers (SROs) and officers contracted to work in a school district (contracted officers) may use reasonably necessary force toward students under the circumstances enumerated in Minnesota Statutes section 609.06, subdivision 1(1).
- Outside the circumstances enumerated in section 609.06, subdivision 1(1), SROs and contracted officers may only use force, including prone and compressive restraint, when necessary to restrain a student to prevent death or bodily harm to the student or another.

Background:

Minnesota Statutes chapter 121A governs student rights, responsibilities, and behavior. In 2023, lawmakers included two provisions in the education

bill amending this chapter to limit the use of force toward students by SROs and contracted officers.

This is the third Special Update on this topic since August, as our basis for understanding the effects of the amendments on police practice has kept changing. The Minnesota Attorney General (AG) is empowered by law to issue binding guidance on legal issues relating to public schools.¹ The AG has exercised this power twice now regarding the amendments to Chapter 121A, once on August 22² and again on September 20, 2023.³ The AG's opinions rendered the earlier Special Updates on this topic obsolete and they have been withdrawn.

This Special Update is based on the 2023 legislation governing the use of force by SROs and contracted officers toward students and the AG's statutorily authorized September 20 interpretation of that legislation.

2023 statutory amendments:

The 2023 amendments were addressed to sections 121A.58 and 121A.582. As amended, section 121A.58 prohibits SROs and contracted officers from using prone or compressive restraint toward students.⁴ Prone restraint consists of "placing a child in a face-down position."⁵ Compressive restraint is "any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso."⁶

Section 121A.582, subdivision 1(b), governs the use of force toward students by school employees

¹ Minn. Stat. § 8.07 (2022).

² Recent Amendments to Student Discipline Laws, Op. Att'y Gen. 169f (August 22, 2022), available at <https://www.ag.state.mn.us/Office/Opinions/169f-20230822.pdf> (hereinafter, "August AG Opinion").

³ Recent Amendments to Student Discipline Laws, Op. Att'y Gen. 169f (August 22, 2023) supplemented

(September 20, 2023), available at

<https://www.ag.state.mn.us/Office/Opinions/169f-20230920.pdf> (hereinafter "September AG Opinion").

⁴ Laws 2023 Ch. 55, Art. 2, sec. 36.

⁵ *Id.*

⁶ *Id.*

and agents of a school district. Before the recent amendments, this law permitted the use of reasonable force to “restrain a student or to prevent bodily harm or death to another.”⁷ Notably, the word “or” has been stricken from the operative language. Thus, following the amendments, subdivision 1(b) permits agents of a school district to use reasonable force only “when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or to another.”⁸

The Attorney General opinions:

Briefly summarized, the August AG Opinion concluded that the amendments to Chapter 121A did not impose an outright ban on the use of prone and compressive restraint by SROs and contracted officers toward students.⁹ Instead, the opinion held that section 121A.582 permits the use of these techniques when necessary to prevent bodily harm or death to the student or another.¹⁰ Though answering this question, the August opinion offered no guidance on whether SROs could lawfully use force in situations that do *not* involve a threat of death or bodily harm, such as to arrest a student for trespassing or criminal damage to property.¹¹

The September AG Opinion addressed these latter issues. It states in relevant part:

The Amendment [to Chapter 121A] does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death. It also does not limit the types of reasonable force that may be used by public officers to carry out their lawful duties, as described in Minnesota Statutes section 609.06, subdivision 1(1).

...

[B]ecause chapter 609 is referenced in section 121A.58, subdivision 3, as well as in section 121A.582, subdivisions 3 and 4, the restrictions on prone and compressive restraints do not apply under

the circumstances enumerated in section 609.06, subdivision 1(1). Therefore, all peace officers, including those who are “school resource officers” or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court. See Minn. Stat. § 609.06.¹²

Authority to use force under section 609.06:

The September AG Opinion supplemented the earlier one by determining that the authority of SROs and contracted officers to use force is, like that of peace officers generally, governed by section 609.06, subdivision 1(1).¹³ This law states:

Except as otherwise provided in subdivisions 2 and 3, reasonable force may be used upon or toward the person of another without the other’s consent when the following circumstances exist or the actor reasonably believes them to exist:

(1) when used by a public officer or one assisting a public officer under the public officer’s direction:

- (i) in effecting a lawful arrest; or
- (ii) in the execution of legal process; or
- (iii) in enforcing an order of the court; or
- (iv) in executing any other duty imposed upon the public officer by law....¹⁴

Arrests and other duties imposed by law:

It should not be difficult for SROs and contracted officers to recognize when they are involved in effecting a lawful arrest, executing legal process,

⁷ 2023 Minn. Laws Chap. 55, Art. 12, sec. 4 (emphasis added).

⁸ *Id.*

⁹ See generally August AG Opinion, *supra* note 2.

¹⁰ *Id.*

¹¹ See *id.*

¹² September AG Opinion, *supra* note 3, at 2-3.

¹³ *Id.*

¹⁴ Minn. Stat. § 609.06, subd. 1(1) (2022).

or enforcing an order of the court. But knowing when one is “executing any other duty imposed... by law” is an important focus under this new legal framework.

It is crucial for SROs and contracted officers to consider that they may be called on in a school environment to perform “duties” that fall outside those covered by section 609.06, subdivision 1(1). In those circumstances, the statute provides no authority to use force, so sections 121.58 and 121A.582 are controlling. Section 121A.582 permits SROs and contracted officers to use force only as necessary to prevent death or bodily harm.¹⁵ The net practical effect is that SROs and contracted officers may use reasonable force toward students to carry out a duty that exists by virtue of law, but may not use force to enforce a school rule or policy. The case law provides a helpful framework for determining when an officer is performing a duty imposed by law.

In *State v. Ivy*, the court considered whether a St. Paul police officer was performing a duty imposed by law when the defendant, Ivy, assaulted him.¹⁶ The officer was working off-duty at Regions Hospital. Ivy had sneaked into the locked emergency room, yelled profanities and racial epithets, and became verbally aggressive toward staff. Ivy assaulted the officer as he was escorting her out of the building. Ivy argued that the officer was not performing a legal duty but was instead only enforcing a hospital policy as a private security guard.¹⁷

The court took a two-step approach to determining whether the officer was carrying out a duty imposed by law. It first considered, at a general level, whether off-duty officers working at Regions performed any duties that the law imposed on regular, on-duty officers. The court observed that peace officers are responsible by law for the “prevention and detection of crime and the enforcement of the general criminal laws of the state....”¹⁸ Their duties also include “exercises of

professional judgment that are legitimately calculated to protect the health, safety, and general welfare of the public.”¹⁹ The evidence in the case showed that hospital peace officers at Regions were tasked with handling “police matters” that arose at the hospital, and thus they had some of the same duties that the law imposed on regular, on-duty officers.²⁰

Next, the court turned to the question of whether the officer was *actually performing* a duty imposed by law when Ivy assaulted him. The court found that he was. Ivy’s behavior had amounted to disorderly conduct, and “By escorting [her] out of the emergency room, the officer was protecting the health and safety of the hospital’s patients and preventing [a] breach of the peace.”²¹

The Minnesota Court of Appeals has issued some unpublished decisions that, while not precedential, nevertheless illustrate how courts approach the question of whether an officer is carrying out a duty imposed by law:

- In *State v. Boudreau*, a state trooper was assaulted while making a traffic stop.²² The court held that the trooper’s duties under the law included enforcement of the traffic code.²³
- In *State v. Steenerson*, an officer assigned to work at a block party told the defendant he could not bring an outside beverage into a beer tent.²⁴ The defendant got rid of the beverage, became “highly agitated,” and tried to reenter the tent. When the officer held up a hand to stop him, the defendant pushed the officer to the ground.

Although the encounter started with the officer enforcing a private policy against outside beverages, the defendant’s agitated behavior gave rise to a reasonable concern that he posed a “threat to breach the peace.” Therefore, the officer was carrying out a duty imposed by law

¹⁵ 2023 Minn. Laws Ch. 55, Art. 12, sec. 4.

¹⁶ 873 N.W.2d 362, 366 (Minn. Ct. App. 2015).

¹⁷ *Id.* at 367-68.

¹⁸ *Id.* at 368; Minn. Stat. 626.84, subd. 1.

¹⁹ *Ivy*, 873 N.W.2d at 368 (quoting *In re Claim for Benefits by Sloan*, 729 N.W.2d 626, 629-30 (Minn. Ct. App. 2007)).

²⁰ *Id.*

²¹ *Id.* at 368-69.

²² No. CX-89-1684, 1990 WL 61279, at *2 (Minn. Ct. App. May 15, 1990).

²³ *Id.* at 3.

²⁴ No. C0-99-1405, , 2000 WL 943564, at *1 (Minn. Ct. App. July 11, 2000).

when he tried to stop the defendant from reentering the beer tent.²⁵

- In *State v. Carter*, uniformed officers were providing off-duty security at an event when a vehicle jumped the curb and veered toward several pedestrians.²⁶ An officer ran toward the car, drew his gun, and ordered the driver to stop. The driver reversed course and drove toward the officer, who had to jump out of the way to avoid being struck.²⁷ The officer was responding to a “deadly force situation” when the driver came at him, and was therefore carrying out a duty imposed by law.²⁸

These cases illustrate that officers have a duty (or authority) under the law to respond to instances of disorderly conduct, to prevent assaults and breaches of the peace, and to take other actions they reasonably deem necessary to protect public safety. Statutory law imposes additional duties on peace officers that could potentially be relevant to SROs. These include, for example, taking children into custody who have run away from home or are found in dangerous conditions,²⁹ and effecting transport holds on persons in crisis.³⁰ Because all these duties are imposed by law, section 609.06, subd. 1(1)(iv) permits officers to use force as reasonably necessary to accomplish them.

There are limits, however, on what constitutes a duty imposed by law, as illustrated by *Reetz v. City of St. Paul*, a 2021 decision of the Minnesota Supreme Court.³¹ The officer in *Reetz* worked off-duty at a St. Paul homeless shelter.³² His responsibilities there included searching clients’ bags to keep weapons and alcohol from entering the facility.³³ One client stabbed another. The victim sued the officer for failing to detect the knife used in the assault.³⁴ The officer asked the city to defend and indemnify him against the lawsuit, claiming that it arose from his performance of peace officer duties.³⁵ The court disagreed. The claim against the

officer was that he negligently carried out the shelter’s policy against weapons and alcohol. His job searching clients’ bags did not involve the actual exercise of law enforcement powers.³⁶ The court observed that the officer would have had “no authority *as a police officer* to confiscate the knife from the client.”³⁷

In the case of SROs, schools may have rules against speaking disrespectfully to teachers or other students, or engaging in verbal harassment. But unless the behavior that violates these rules also amounts to disorderly conduct or threatens a breach of the peace, then SROs and contracted officers would have no authority to use force in enforcing them. Similarly, a teacher might tell a student who is wearing a T-shirt with vile language to leave their classroom and go to the office. If the student refuses, the SRO would have no authority to use force in dealing with the situation, unless and until the matter escalates into something criminal or threatening. As in *Reetz*, where an officer is acting only to enforce a school policy or rule, then the officer is not engaged in a duty imposed by law. Accordingly, the officer would not be permitted to use force to carry out that duty.

Reliance on AG opinions:

The September AG Opinion provides guidance that can be relied upon, pending further developments in the courts. Minnesota Statutes, section 8.07, provides that opinions of the AG on school matters are “decisive until the question involved shall be decided otherwise by a court of competent jurisdiction.”³⁸ The Minnesota Supreme Court has held that such opinions are “binding” until reversed by the courts.³⁹ Indeed, the September AG September Opinion declares that it may be relied upon.⁴⁰ In addition, attorney general opinions are entitled to “careful

²⁵ *Id.* at *2.

²⁶ No. C6-00-1514, 2001 WL 1117568, at *1 (Minn. Ct. App. Sept. 25, 2001)

²⁷ *Id.*

²⁸ *Id.* at *4-5.

²⁹ Minn. Stat. § 260C.175, subd. 1 (2022).

³⁰ Minn. Stat. 253B.051 (2022).

³¹ 956 N.W.2d 238 (Minn. 2021).

³² *Id.* at 241.

³³ *Id.*

³⁴ *Id.*

³⁵ *Id.* at 241-42 (citing Minn. Stat. § 466.07).

³⁶ *Id.* at 246.

³⁷ *Id.* at 248 (emphasis in original).

³⁸ Minn. Stat. § 8.07.

³⁹ *Elkema v. Bd. of Educ. of City of Duluth*, 11 N.W.2d 76, 78 (1943).

⁴⁰ September AG Opinion, *supra* note 3, at 1.

consideration” by the courts.⁴¹ Thus, while it is possible a court would reach a different conclusion than the AG Opinion, it is reasonable to rely upon the opinion until someone challenges it in court *and* obtains a decision that reverses it.⁴²

Finally, answering whether the AG opinions regarding SROs afford protection to officers against criminal charges is beyond PATROL’s function as a training partner. An examination of this issue would need to consider many factors. One of them would be whether officers who act in reliance on these opinions could still have “clear notice,” sufficient to satisfy due process concerns, that their conduct was prohibited by law.⁴³ Agencies may wish to make appropriate inquiries to their city and county attorneys to determine if they will seek to challenge the September AG Opinion in court.

Application scenarios:

1. Officer Josh is an SRO. A student is causing a disturbance in the lunchroom by screaming and throwing food trays on the floor. Staff and students are backing away from the area. The student’s behavior would constitute a breach of the peace and disorderly conduct. Officer Josh may attempt de-escalation, if safe and appropriate. He also has the option of arresting and escorting the student away from the area and may use force as reasonably necessary to do so.
2. SRO Fran works at the high school. The principal complains that a student, Charlotte, got in a conflict with a teacher and is presently in a hallway kicking locker doors and bending them. Charlotte is committing criminal damage to property. Hopefully, SRO Fran will be able to de-escalate Charlotte and persuade her to stop the destructive behavior. If not, SRO Fran

may use reasonably necessary force to make an arrest or otherwise intervene in the situation.

3. Deputy Jamie is providing security at a football game under a contract with the school district. A 911 caller reports that a person with a gun is threatening others in the parking lot of the school where the game is occurring. Deputy Jamie responds and conducts a high-risk stop of the person who was reported to have a gun, ordering the person to lie face-down on the ground. The limitations on prone restraint in Chapter 121A have no bearing on this situation. This is because Deputy Jamie is responding to a reported life-threatening emergency and threat to public safety, not a violation of a school rule. Therefore, Deputy Jamie is authorized to use reasonable force under section 609.06, subdivision 1(1).
4. Student Quinn returned to the school building after being expelled for disciplinary reasons. The principal orders Quinn to leave and not return until the expulsion is over. Quinn refuses to depart. The principal calls SRO Madison and, with Madison present, repeats the order to leave. Quinn still refuses to depart. SRO Madison may place Quinn under arrest for trespassing. Under section 609.06, subdivision 1(1), SRO Madison may use reasonably necessary force to complete the arrest and overcome any resistance.
5. Student Dorfman hurls a series of swear words and biting insults at Assistant Principal Johnson. Dorfman is neither loud nor threatening. Dorfman’s conduct is not disorderly in a criminal sense, and it does not indicate that violence is about to unfold. Dorfman’s behavior, however, violates two or three different rules in the student handbook.

⁴¹ *Village of Blaine v. Indep. Sch. Dist. No. 12, Anoka Cnty.*, 138 N.W.2d 32, 39 (1965); *Minnesota Daily v. Univ. of Minnesota*, 432 N.W.2d 189, 194 (Minn. Ct. App. 1988).

⁴² *See Cnty. of Hennepin v. Cnty. of Houston*, 39 N.W.2d 858, 861, 229 Minn. 418, 424 (1949) (court ruled contrary to attorney general’s opinion issued in the same case).

⁴³ *State v. Welke*, 216 N.W.2d 641, 648 (Minn. 1974) (a criminal statute must give the defendant clear notice of

what is prohibited); *see also Bouie v. City of Columbia*, 378 U.S. 347, 352-53 (1964) (defendants do not have fair warning of what is prohibited when the courts expand the reach of a criminal statute); *State v. Miller*, No. A13-2094, 2014 WL 7343794, at *5 (Minn. Ct. App. Dec. 29, 2014) (unpublished) (defendant could not “be punished for conduct that was not effectively defined as criminal.”)

An SRO confronting this situation could certainly try to speak with or de-escalate Dorfman, but would have no authority to use force.

6. Two students got in a fistfight in a classroom. Very minor injuries ensued. The fight is over when SRO Nancy arrives. School procedures dictate that the two students should be sent to the principal's office. SRO Nancy can *ask* them to go to the office but cannot use force to make them go. Engaging in brawling or fighting is a misdemeanor under the disorderly conduct statute, section 609.72. But the fight was over by the time Nancy arrived. The "completed misdemeanor" rule applies so Nancy cannot make a custodial arrest for the offense. The requirement to go to the office is a school rule, not a legal one, so SRO Nancy may not use force to achieve compliance with it.

From: [Tony Runde](#)
To: [John Davis](#)
Subject: FW: SRO Update: Further Guidance from MPPOA's General Counsel
Date: Friday, September 22, 2023 3:35:34 PM



SRO Update: Further Guidance from MPPOA's General Counsel

September 22, 2023

Dear MPPOA Members,

On September 20, 2023, Attorney General Ellison issued a supplementary opinion (AGO) as it relates to the ongoing SRO issue. This opinion was generated after law enforcement stakeholders (including the Minnesota Police and Peace Officers Association, Minnesota Chiefs of Police Association, and Minnesota Sheriffs' Association) brought valid and legitimate concerns regarding the uncertainty in the application of the new law. This included clarity to the initial AGO opinion dated August 22, 2023. Our associations were concerned that the new law created two standards—one for peace officers and another for peace officers working in or contracted with a school or district.

In sum, the September 20, 2023 AGO concluded that the new law “does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death. It also does not limit the types of reasonable force that may be used by police officers to carry out their lawful duties, as described in Minnesota Statutes section 609.06, subdivision 1(1). The test for reasonable force remains unchanged and is highly fact specific.”

Based on this AGO, now all peace officers, including those SROs or others contracted with a school district, may use reasonable force to effectuate their lawful duties. The new AGO extends “reasonable force” beyond threats of bodily harm or death and is now consistent with Minnesota Statutes 609.06, subdivision 1(1).

The updated AGO provides a legal opinion regarding part of the “Education Code” in Minnesota Statutes, section 121A. Minnesota Statute section 8.07 provides that “on all school matters” attorney general opinions like this one are “decisive.”^[1] Because the AGO addresses law relating to schools, section 8.07 authorizes the Minnesota Attorney General to issue an opinion that becomes “decisive.” On September 21, 2023 Governor Walz issued a statement concluding that this AGO opinion is “binding.”

Importantly, Minnesota Statutes 8.07 further states that the opinion is “decisive until the question involved shall be decided otherwise by a court.” This means that the standard to use force outlined by the AGO is decisive^[2] unless and until a court disagrees. There remains a chance that if a judge is presented with a civil or criminal action in any jurisdiction in Minnesota, a court may disagree with the AGO and issue their own opinion as it relates to Minnesota Statutes 121A.58. Again, this is hypothetical and as of the date of this letter, no such action has been taken against any peace officer regarding their actions as a school resource officer in the State of Minnesota under the guidance of the new law.

On September 20, I, on behalf of MPPOA and its members, along with leaders of the Minnesota Police Chiefs Association and the Minnesota Sheriffs’ Association, met with Governor Walz and leaders of the Minnesota House and Senate. We expressed our concerns with the new language in section 121A (the SRO law), and the way the law came to fruition. Governor Walz agreed and promised to prioritize a legislative fix in the next legislative session. The Speaker of the House and the Majority Leader of the Senate announced a “commitment to hold public hearings” about the SRO issue within the “first two weeks” of the legislative session.

On September 21, 2023, the Minnesota Post Board provided the following guidance:

“The POST Board concurs with the supplemental opinion issued by the Attorney General on September 20, 2023, concerning the recent amendment to the student discipline laws, and understands it binds the Board by virtue of Minnesota Statutes section 8.07. As set forth in the Attorney General’s supplemental opinion, the amendment to the student discipline laws “does not limit the types of reasonable force that may be used by school staff and agents to prevent bodily harm or death” nor does it limit “the types of reasonable force that may be used by public officers to carry out their lawful duties, as described in Minnesota Statutes section 609.06, subdivision 1(1).”

As such, on matters involving the POST Board regarding complaints against SROs or officers contracted with a school/ districts, the POST Board will use the *decisive* language of the AGO.

Conclusions:

1. “Reasonable force” in Minnesota Statutes 609.06 is the standard for all peace officers, including SROs and officers that are contracted with a school district as per the AGO.
2. The most recent AGO is “decisive” unless and until a court disagrees with the AGO.
3. If SROs and officers contracted with a school district return to their assignment based upon the new guidance from the AGO, they should understand that the AGO is binding unless and until overruled by a court. Should that occur, further guidance will be needed.
4. MPPOA thanks Governor Walz, the Attorney General, and legislative leaders for their work towards finding a temporary solution to return SROs back to Minnesota schools. A legislative solution is the only way to permanently fix this issue. Although commitments for hearings are helpful, they are not commitments to correcting the law. We will work with Governor Walz and legislative supporters to bring about a permanent resolution to this issue. The sooner that is accomplished, the better for all those involved. However, if this law is unable to be fixed statutorily next session, law enforcement agencies will need to re-evaluate their relationships with school districts and their SRO programs in the long-term.

I will continue to be a voice for you both in and out of the courtroom. Keep up the good work and be safe.

Imran S. Ali
General Counsel
Minnesota Police and Peace Officers Association

1 The Minnesota Supreme Court has confirmed the opinions are “binding” until overruled by courts. *Eelkema v. Bd. of Ed. of Duluth*, 11 N.W.2d 76, 78 (Minn. 1943). “School matters” have been construed broadly, including the interpretation of how general statutes apply in an education context. E.g., *Village of Blaine v. Indep. Sch. Dist. No. 12*, 138 N.W.2d 32, 39-40 (Minn. 1965) (noting attorney general opinion had properly construed statute regarding municipal utilities in applying it to school district); *Mattson v. Flynn*, 13 N.W.2d 11, 16 (Minn. 1944) (noting reliance on attorney general opinion interpreting statutory language regarding teachers retirement funds); *Eelkema*, 11 N.W.2d at 78 (adopting attorney general analysis and noting that attorney general opinion regarding “tenure act”’s application to superintendent had been binding until any contrary court opinion was issued); *Lindquist v. Abbott*, 265 N.W. 54, 55 (Minn. 1936) (noting attorney general opinion regarding whether school district could enter into year-long

contract with attorney was “followed ever since” it was issued).

[2] <https://www.revisor.mn.gov/statutes/cite/8.07>



Minnesota Police and Peace Officers Association | 525 Park Street, Suite 250, St. Paul, MN
55103

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SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between Independent School District No. 181, Brainerd Public Schools (“District”) and the City of Brainerd (“City”). The District and the City are collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, the Parties desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District-sponsored events and activities;

WHEREAS, Minnesota Statutes, section 126C.44 authorizes the District to contract with the City to have peace officers provide school resource services; and

WHEREAS, Minnesota Statutes, section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform school resource officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency and receipt of which is acknowledged, the Parties agree as follows:

1. **Term and Termination.** This Agreement is for a term beginning on October 10, 2023, and ending on June 30, 2025. Either Party may terminate this Agreement, with or without cause, by delivering to the other Party a written notice of termination not less than ninety (90) days prior to the date of termination of this Agreement. All payments due under this Agreement shall be prorated in the event of such termination.
2. **Definitions.** The following definitions apply to this Agreement:
 - a. **“Additional services”** mean services that a peace officer provides, at the District’s request, outside the regular hours of school resource officer (“SRO”) service that are described in the third numbered paragraph of this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the written request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
 - b. **“Exigent circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a police officer is in hot

pursuit of a suspect who is believed to have committed, or to have attempted to commit, a serious crime and is in the process of fleeing.

- c. **“School resource officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned by the City to provide SRO duties and/or additional services pursuant to this Agreement.
- d. **“SRO duties”** are the following law enforcement duties performed by the SRO, as assigned by the City:
 - protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - deterring truancy;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - advising on security vulnerabilities in the District’s schools;
 - visiting and inspecting high delinquency areas on school property;
 - being present and visible on school property;
 - deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students during school hours;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - recovering stolen property;
 - enforcing all criminal laws on school property and at school sponsored events and activities;
 - apprehending criminals and suspected criminals;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Brainerd Police Department.

All SRO duties shall be performed in accordance with applicable City, Brainerd Police Department, and District policies and procedures.

- e. **“School day”** means a day on which school is in session for in-person instruction, hybrid instruction, or distance learning, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days.
 - f. **“School property”** means any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or cocurricular activities are regularly provided.
3. **Assignment of School Resource Officer.** The City will assign one full-time licensed peace officer to perform SRO duties on a full-time basis. SRO services will be provided during each school day. The SRO will provide SRO services at all school property within the City and will be primarily assigned to Brainerd High School.
- a. **Base Services.** The SRO provided by the City will carry out SRO duties for eight (8) hours each school day beginning on the first day of the regular school year through the last day of the regular school year, except for any days in which students are not in attendance due to a school closure or distance learning, for up to one hundred seventy-one (171) days per school year.
 - b. **Absences.** If the regular SRO is absent for more than 10 consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO’s duties during any additional absences.
 - c. **Vehicles, Equipment, and Training.** The City is responsible for providing the SRO with a vehicle and all necessary law enforcement equipment, including any necessary electronic devices. The City is also responsible for providing training and education to all peace officers who are assigned to provide services pursuant to this Agreement.
 - d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District, and will provide the District with an opportunity to provide input before a new SRO is assigned to the District. The District will notify the City’s Chief of Police of any concerns related to the performance of the SRO. Any request for reassignment of the SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District’s satisfaction that the concern has been addressed in accordance with applicable collective bargaining agreements, City policies, and practices.

4. **Base Payment.** The District will pay the City for all SRO services, excluding additional services, as follows:
 - a. **2023-2024 School Year.** The District will pay the City a total of \$78,905. This amount will be paid in two equal installments on December 15, 2023 and June 15, 2024.
 - b. **2024-2025 School Year.** The District will pay the City a total of \$96,664. This amount will be paid in two equal installments on December 15, 2024, and June 15, 2025.
5. **Invoice for Additional Services.** The District's Superintendent, Lead Principals, or Activities Director may request in writing that the City assign one or more peace officers to provide "additional services" as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer's wages for the hours worked while providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.
6. **District Responsibilities.** In addition to making the payments described in this Agreement, the District will provide office space for the SRO in the Brainerd High School. At a minimum, the office space will be furnished with a desk, two or more chairs, and landline telephone. The office will be enclosed, provided with electricity and access to the internet and telephone service, lighted, and climate controlled in the same manner as the other rooms in the Brainerd High School. The SRO will have access to the office during the normal business hours of the Brainerd High School. In the event that the SRO requires access to the office when the Brainerd High School is not open, the City may contact Reid Thiesse, Director of Buildings and Grounds, who shall make arrangements to allow the SRO to access the office. The SRO may print materials and make photocopies at the school where the SRO is stationed if the materials and photocopies relate to SRO duties. Individual schools may elect to provide additional resources, such as a two-way radio, to the SRO. School administrators and District administrators will provide guidance and assistance to each SRO as needed.
7. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party. The parties understand and agree that this Agreement does not create any rights or obligations beyond those expressly contained herein, including, but not limited to, any rights or obligations to any third party.

8. **SRO Employment Status.** At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and neither party may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.
9. **Liability and Indemnification.** Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing this Agreement may be deemed to constitute a waiver of those limits.
10. **Prohibited Actions.** In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, the parties understand and agree that a peace officer, including any SRO assigned pursuant to this Agreement, may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.
11. **Execution of Arrest Warrants.** When executing an arrest warrant for a student on school property, a peace officer must make reasonable efforts to protect other students and staff members who are present and to avoid undue embarrassment to the student who is being arrested. This paragraph is not intended to prevent an officer from taking immediate action to arrest a student who is fleeing or who presents an imminent and substantial risk of harm to self, others, or property.
12. **Notices.** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, John Davis, at john.davis@ci.brainerd.mn.us or at 225 E River Road, Brainerd, MN 56401. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent, Heidi Hahn, at heidi.hahn@isd181.org or Washington Educational Services Building, 804 Oak St., Brainerd, MN 56401. Either party may designate a different addressee or address at any time by giving written notice

to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.

13. **Data Practices.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the District may not disclose private educational data to a SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District’s responsibilities under FERPA.
14. **Background Checks.** The City must conduct, or have conducted, a criminal background check on all peace officers who provide any service pursuant to this Agreement. The background check must be completed before the peace officer provides any service pursuant to this Agreement.
15. **No Unlawful Discrimination.** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin.
16. **Waiver and Enforcement.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.
17. **Equal Drafting.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
18. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota, without regard to its conflict of laws provisions. The parties

agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

19. **Entire Agreement, Changes, and Effect.** This Agreement constitutes the entire agreement between the District and the City regarding the matters contained herein. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF BRAINERD

Mayor

Date

City Administrator

Date

Chief of Police

Date

INDEPENDENT SCHOOL DISTRICT NO. 181

School Board Chair

Date

School Board Clerk

Date



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: 2024 Budget - Discussion on Number of Sworn Officers

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Connie Hillman, Finance Director,
John Davis, Police Chief

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The current budget as of the September 13th, included 26 sworn officers. As of today, the City employs 27 sworn officers. At the 9/13/23 budget workshop, the attached two slides were presented to Council. Discussion was held at the workshop if 26 or 27 should be budgeted. Since it was a workshop, no motions could be made and it was also asked to have the Police Chief give points as to the importance and the need for 27 officers. Attached to the agenda request are the talking points from the Police Chief.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff feels that we should budget for 27 sworn officer for the following reasons:

1. The City currently employs 27 officers. As mentioned at the workshop, historically the City budgets for all full-time employees that are active at the end of the year. So that would be 27 officers.
2. The "risk" was discussed during the 2023 budget meetings, by budgeting for 25.5 officers but planning on getting to the goal of 27 officers, would have an impact to the budget in the year that we did get to 27 officers.
3. One-time Public Safety Aid is available to lower the impact of budgeting for 27 officers in 2024. For example, the Council could fund the additional 1.5 positions (excluding the cost of PERA) 100% in 2024, 66% in 2025, 33% in 2026 (1/3 each year).

RECOMMENDED ACTION/MOTION: Direct Staff to budget for 27 sworn officers in the 2024 budget, and to use the one-time Public Safety Aid to fund the eligible costs of budgeting for an additional 1.5 sworn officers.

FINANCIAL IMPACT:

2024 Budget and Levy

- Since the August 28th Workshop:
 - The 27th Police Officer has been removed from the budget.
- During the workshop Staff said: The current budget does include an additional 1.5 sworn officers. 2023 Budget had 25.5 sworn officers, we will be at 27 the middle of September.
- What Staff should have presented was only 26 officers (the number of FT Officers as of that date) as directed during the meeting with the City Administrator, Council President, and P&F Chair (per the Charter) and provided Council with additional information.
 - The day after direction was given to Staff, Staff became aware that a conditional job offer had been given to the 27th Officer, and that officer was scheduled (and did) start on September 11, 2023.
 - Staff sent out an email to the City Administrator, Council President, and P&F Chair with this information asking if we should still budget for only 26 officers in 2024.
 - Council President suggested 27. City Administrator concurred; therefore, Staff presented the budget with 27 sworn officers.

2024 Budget and Levy

- How many sworn officers should be in the budget for 2024?
 - Historically, the City budgets for all full-time employees that are active at the end of the year. So that would be 27 officers for 2024.
 - The City has been trying to get to the 27 sworn officers for years. For years, the budget was prepared with actual number of officers and then assumptions were made as to when the additional officers would be hired.
 - Starting with the 2022 budget we budgeted a set number of FTE Officers. 2022 was 26 officers and 2023 was 25.5. Always with the goal of getting to 27.
 - ***There has been one retirement and no resignations of officers as of today for 2023.***
 - The estimated impact of budgeting the 27th officer (based on assumptions for new employees etc.) the proposed preliminary levy would be at **\$7,260,154** or **12.67%** increase.

Improved Response Time:

Having more officers allows for quicker response times to emergency situations. Low staffing at times has caused delays in our response and we have been more dependent on neighboring agencies to assist with initial response to calls.

Enhanced Visibility and Deterrence:

Increased police presence can act as a deterrent to criminal activity.

Community Policing:

More officers would help with the implementation of community policing strategies. We have struggled to find time to be proactive in the community. The addition of 27 officers would provide more opportunities to engage with business owners, community stakeholders, and youth through foot patrols, providing community education, and involvement in community collaborative partnerships.

Shift Coverage:

Low staffing has increased the burden on staff to work additional shifts to maintain operational minimums. There have been times in the last year when we have had to operate below operational staffing minimums for a short period of time.

Officer Safety:

Incidents such as domestic assaults, acute mental health crisis, disturbances, etc. require a multiple officer response for safety reasons. Frequently the adequate number of officers aren't available causing us to respond with less than the needed amount of officers and an increased reliance on neighboring agencies.

Mental Health Related Calls:

Over the last ten years there has been a significant increase in mental health related calls with less resources available for definitive solutions. These types of calls necessitate a multiple officer response for the safety of the individual and officers, but at times the appropriate number of officers aren't available. Management of these types of calls often will take hours and it isn't uncommon for officers to be committed to mental health calls for 3-4 hours at a time.

Crime Prevention and Investigation:

With more officers, proactive measures can be taken to prevent crime (e.g., targeted traffic enforcement, patrols of city parks and events etc.) Increased staff provides officers time for more thorough investigations of reported crimes, leading to higher clearance rates.

Emergency Preparedness:

During critical incidents and major investigations, the department is dependent on off-duty staff to respond immediately for duty. We have had major investigations where the number of off-duty staff to assist was limited and we needed to rely on other neighboring agencies.

Reducing Stress and Burnout:

Adequate staffing levels can help reduce stress and burnout among individual officers. Overworked and stressed officers may be less effective and more prone to making errors. There have been instances of officers working 130 hour pay periods and vacation requests being denied.

Enhanced Training Opportunities:

Well-trained officers are better equipped to handle a variety of situations and are more likely to respond appropriately to complex issues. Due to staffing we have been limited in the amount of internal training being conducted and at times struggle to coordinate our required training needs.



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Accept the Resignation of Administrative Specialist Brittney Tollefson

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Brittney Tollefson, Administrative Specialist in the Public Works Department, recently submitted her resignation with her last working day being October 25, 2023. Staff recommends that the Council accept Ms. Tollefson's resignation and authorize Staff to begin the hiring process to backfill the position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff reviewed the Administrative Specialist job description and felt that no changes were needed at this time.

RECOMMENDED ACTION/MOTION: Motion to accept Ms. Brittney Tollefson's resignation effective October 25, 2023; further, to authorize Staff to begin the hiring process to backfill the Administrative Specialist - Public Works Department position.

FINANCIAL IMPACT: The position is included in the 2023 budget.

Jessie Dehn

From: Brittney Tollefson
Sent: Wednesday, October 4, 2023 4:30 PM
To: Jessie Dehn
Subject: Brittney

Importance: High

Hi Jessie,

I am writing this to inform you that as of today, October 4, 2023, I have accepted an opportunity as a business analyst and will be offering a 3-week notice. While this email is very hard to write, because I have grown so very fond of yourself, many co – workers and my position here, I just could not turn down the opportunity that this position offers me. This job really focuses in on more specific skill sets that I have and affords me the ability to focus more directly on one area of expertise as a major daily function of the job. I am hopeful I will be very successful with this new opportunity, yet I am very appreciative of the opportunity you have afforded me in taking the Public Works admin position initially.

My ending date with the City of Brainerd would be Wednesday, October 25, 2023

Please let me know if you have any questions or need anything else from me at this time.

Thank you so much,



Brittney Tollefson | Administrative Specialist
City of Brainerd | 501 Laurel St, Brainerd MN 56401
(218) 454-3423 | btollefson@ci.brainerd.mn.us

Email

correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.



Brainerd City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Accept Resignation of Recreation Coordinator Katie Kaufman

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert & Jessie Dehn

DEPARTMENT: HR & Public Works

PRESENTER: Kris Schubert

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE:

Recreation Coordinator Katie Kaufman resigned on Friday, October 13, 2023. Staff recommends to amend the P & F Agenda to accept Ms. Kaufman's resignation effective October 13, 2023; to approve the attached updated job description; and to authorize Staff to begin the hiring process to backfill the position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Also included on tonight's P & F Agenda is accepting the resignation of Brittney Tollefson who is the Administrative Specialist in the Public Works Department. Since both administrative staff positions for the Parks Division will be vacant at the same time, Staff is requesting that tonight's agenda be amended to help expedite the hiring process for the Recreation Coordinator position realizing that the winter season for outdoor rinks and pond hockey is quickly approaching. Otherwise, there would be a three-week delay to the November 6th Council meeting to start the hiring process.

RECOMMENDED ACTION/MOTION:

Motion to accept Ms. Kaufman's resignation effective October 13, 2023; to approve the updated Recreation Coordinator job description; and to authorize Staff to begin the hiring process to backfill the position.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Advertising cost is estimated around \$1,500.

Is this budgeted? (Please Explain) The position was included in the 2023 budget; further, the advertising cost will be offset due to not paying wages for the vacant position.

Kris Schubert

Subject: FW: Resignation

From: katie kaufman <[REDACTED]>
Sent: Friday, October 13, 2023 3:08 PM
To: Kris Schubert <kschubert@ci.brainerd.mn.us>
Subject: Resignation

I resign effective immediately.



Recreation Coordinator

Department: Public Works

FLSA Status: Exempt

General Definition of Work

Performs administrative and supervisory responsibilities for planning, organizing, coordinating, implementing, and supervising a variety of recreation programs and community services such as adult sports, youth sports, tournaments, concession stands, warming houses, and special events. Serves as liaison to local entities/associations to bridge the community's youth programming, tournament, and special event facility coordination. Secures program staff and volunteers, prepares, and maintains appropriate records, and performs related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director. Continuous supervision is exercised over seasonal employees, program officials and volunteers.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions

- Plans, organizes, publicizes, implements, and manages a variety of community recreation programs, special events and activities for all age groups based on the interests of the community.
- Recruits, interviews, and hires applicable program staff; conducts performance evaluations for future hiring consideration. Recruits and selects volunteers and business partners/service clubs for special events and programs.
- Supervises, trains, assigns, and schedules program staff and volunteers. Provides coaching and imposes disciplinary action up to and including dismissal for seasonal staff and volunteers.
- Resolves problems and disputes among participants; enforces rules and regulations; maintains order and discipline; ensures compliance with established policies and procedures.
- Develops strategic marketing plan; designs promotional materials and advertises programs; monitors/edits department social media/website platforms.
- Evaluates program effectiveness, activities, and community needs; facilitates meetings; recommends and implements recreation program changes through polls, surveys, and research.
- Maintains and orders concession stand supplies and equipment; ensures staff are following Minnesota Department of Health guidelines; maintains and oversees inventory and necessary records or reports.
- Observes facilities and grounds for cleanliness and hazardous conditions and provides information to appropriate staff; prepares and maintains department incident and accident reports and provides follow-up if necessary.
- May perform duties of Parks Department Administrative Specialist when needed or as directed including general office tasks such as assisting in processing registrations and facility rentals, receives and responds to inquiries and complaints, answering the telephone, and sending and receiving email correspondence.
- Plans for and schedules practices and games maximizing use of department and community resources and facilities via software and personal contact.
- Provides input for standard operating procedures, department policies, and emergency action plans.
- Arranges and coordinates applicable tournaments, exhibitions, fundraising, sponsorships, advertisements, and special events for all activities to coincide with local or community wide programs.
- Serves as tournament liaison and split site director as needed on weekends and evenings.
- Monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time; makes recommendations for future programming needs; prepares applicable program financial analysis and reports.
- Assists the Public Works Director as needed.
- Oversees, supervises, and manages parks and athletic complexes as required for recreation programs and special events.

Recreation Coordinator

Page 2

- Represents the City's interests in developing and maintaining cooperative and ongoing relationships with the Parks and Recreation Board, parents, volunteers, local business community, local schools, mutual interest organizations and other agencies to support and enhance the Department.
- Assists in the preparation of grant applications and all other fundraising initiatives; monitors expenditures and submits appropriate reports.
- Attends training sessions and conferences to keep informed of industry trends and practices.
- Attends and participates in monthly Park Board Meetings; produces a monthly recreation report.
- Performs related tasks as assigned or needed.

Knowledge, Skills and Abilities

- Intermediate knowledge of the principles and practices of the administration of parks and recreation facilities and programs.
- Ability to communicate effectively and respectfully utilizing strong interpersonal communications skills, both orally and in writing, with a wide range of individuals including employees and the public.
- Ability to exhibit sustained concentration and prolonged commitment to job tasks; ability to be tactful and maintain confidentiality as needed and the ability to deal with the public.
- Ability to establish and maintain effective working relationship with City officials, other public officials, associates, contractors, coworkers, supervisors, other city departments and the public.
- A team builder with the ability to coach, mentor, and develop staff and volunteers; maintain effective public relations and to speak before public groups.
- Internal/external customer-driven attitude.
- Possess working knowledge of computer hardware and software including Microsoft Office products, GIS, website/social media content maintenance and other applicable department required software programs.
- Supervise staff and delegate work.
- Leadership including problem solving and decision making.
- Ability to work outdoors and in a variety of weather conditions.
- Ability to work irregular/flexible hours.

Education, Experience and Special Requirements

- Graduation from an accredited four-year college or university with major course work in recreation or leisure studies, physical education, sports management, or related field.
- ~~Five (5)~~ Three (3) years of experience in the recreation programming field.
- An equivalent combination of education and experience may be considered as determined by the Public Works Director.
- Valid driver's license.
- Possess the following certifications upon date of hire:
 - Department required concussion training.
 - CPR/AED/First Aid certification.
- Within six months of hire, possess the following licenses/certifications:
 - State of MN Food Handler's license

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work frequently sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

Last Revised: ~~September 21, 2024~~ October 13, 2023



Recreation Coordinator

Department: Public Works

FLSA Status: Exempt

General Definition of Work

Performs administrative and supervisory responsibilities for planning, organizing, coordinating, implementing, and supervising a variety of recreation programs and community services such as adult sports, youth sports, tournaments, concession stands, warming houses, and special events. Serves as liaison to local entities/associations to bridge the community's youth programming, tournament, and special event facility coordination. Secures program staff and volunteers, prepares, and maintains appropriate records, and performs related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director. Continuous supervision is exercised over seasonal employees, program officials and volunteers.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions

- Plans, organizes, publicizes, implements, and manages a variety of community recreation programs, special events and activities for all age groups based on the interests of the community.
- Recruits, interviews, and hires applicable program staff; conducts performance evaluations for future hiring consideration. Recruits and selects volunteers and business partners/service clubs for special events and programs.
- Supervises, trains, assigns, and schedules program staff and volunteers. Provides coaching and imposes disciplinary action up to and including dismissal for seasonal staff and volunteers.
- Resolves problems and disputes among participants; enforces rules and regulations; maintains order and discipline; ensures compliance with established policies and procedures.
- Develops strategic marketing plan; designs promotional materials and advertises programs; monitors/edits department social media/website platforms.
- Evaluates program effectiveness, activities, and community needs; facilitates meetings; recommends and implements recreation program changes through polls, surveys, and research.
- Maintains and orders concession stand supplies and equipment; ensures staff are following Minnesota Department of Health guidelines; maintains and oversees inventory and necessary records or reports.
- Observes facilities and grounds for cleanliness and hazardous conditions and provides information to appropriate staff; prepares and maintains department incident and accident reports and provides follow-up if necessary.
- May perform duties of Parks Department Administrative Specialist when needed or as directed including general office tasks such as assisting in processing registrations and facility rentals, receives and responds to inquiries and complaints, answering the telephone, and sending and receiving email correspondence.
- Plans for and schedules practices and games maximizing use of department and community resources and facilities via software and personal contact.
- Provides input for standard operating procedures, department policies, and emergency action plans.
- Arranges and coordinates applicable tournaments, exhibitions, fundraising, sponsorships, advertisements, and special events for all activities to coincide with local or community wide programs.
- Serves as tournament liaison and split site director as needed on weekends and evenings.
- Monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time; makes recommendations for future programming needs; prepares applicable program financial analysis and reports.
- Assists the Public Works Director as needed.
- Oversees, supervises, and manages parks and athletic complexes as required for recreation programs and special events.

Recreation Coordinator

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- Represents the City's interests in developing and maintaining cooperative and ongoing relationships with the Parks and Recreation Board, parents, volunteers, local business community, local schools, mutual interest organizations and other agencies to support and enhance the Department.
- Assists in the preparation of grant applications and all other fundraising initiatives; monitors expenditures and submits appropriate reports.
- Attends training sessions and conferences to keep informed of industry trends and practices.
- Attends and participates in monthly Park Board Meetings; produces a monthly recreation report.
- Performs related tasks as assigned or needed.

Knowledge, Skills and Abilities

- Intermediate knowledge of the principles and practices of the administration of parks and recreation facilities and programs.
- Ability to communicate effectively and respectfully utilizing strong interpersonal communications skills, both orally and in writing, with a wide range of individuals including employees and the public.
- Ability to exhibit sustained concentration and prolonged commitment to job tasks; ability to be tactful and maintain confidentiality as needed and the ability to deal with the public.
- Ability to establish and maintain effective working relationship with City officials, other public officials, associates, contractors, coworkers, supervisors, other city departments and the public.
- A team builder with the ability to coach, mentor, and develop staff and volunteers; maintain effective public relations and to speak before public groups.
- Internal/external customer-driven attitude.
- Possess working knowledge of computer hardware and software including Microsoft Office products, GIS, website/social media content maintenance and other applicable department required software programs.
- Supervise staff and delegate work.
- Leadership including problem solving and decision making.
- Ability to work outdoors and in a variety of weather conditions.
- Ability to work irregular/flexible hours.

Education, Experience and Special Requirements

- Graduation from an accredited four-year college or university with major course work in recreation or leisure studies, physical education, sports management, or related field.
- Three (3) years of experience in the recreation programming field.
- An equivalent combination of education and experience may be considered as determined by the Public Works Director.
- Valid driver's license.
- Possess the following certifications upon date of hire:
 - Department required concussion training.
 - CPR/AED/First Aid certification.
- Within six months of hire, possess the following licenses/certifications:
 - State of MN Food Handler's license

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work frequently sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

Last Revised: October 13, 2023



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Consider Approval of Environmental Resources Technician Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Jessie Dehn, Public Works Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Due to increased governmental requirements and corresponding workload issues, Staff for the cities of Brainerd and Baxter have discussed the need to hire an Environmental Resources Technician to oversee our storm water system and permits for our National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4), and Storm Water Pollution Prevention Plan (SWPPP). At this time, a joint year round full-time position is recommended with the costs for this new position being shared between the two cities. Attached is a letter from the City of Baxter confirming their desire for this joint position. Also attached is a draft job description. Below is the 2023 wage grid as recommended by our Classification and Compensation Study consultant:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$31.73	\$32.94	\$34.14	\$35.35	\$36.56	\$37.77	\$40.79	\$42.30

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: If the Council is agreeable to the new position, Staff will work with the City of Baxter to develop a formal agreement that would include salary, benefits, office space, computers, etc and split the cost 50/50 for the first three years. Time will be tracked to determine how future costs should be split. Per Baxter Staff, they have requested that the employee's office be in Brainerd due to the limited amount of work space at the Baxter City Hall. The recommended 2023 wage will also need to be negotiated with the IBEW Administrative Support Union before the job can be posted.

RECOMMENDED ACTION/MOTION: Motion to approve the new Environmental Resources Technician position including the proposed job description and 2023 wage grid as presented; further, that Staff negotiate a formal agreement for the joint position with the City of Baxter as well as the recommended wage with the IBEW Administrative Support Union.

FINANCIAL IMPACT: Brainerd's share for this position will be included in the Storm Water Fund (a non-levied fund). Per the attached letter from the City of Baxter, Baxter has already allocated funding for the position in its 2023 and 2024 Public Works Department Operating Budget.



Environmental Resources Technician

Department: Public Works

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate skilled technical work performing administrative, enforcement, and technical duties in association with the Cities' MS4 program, Storm Water Pollution Prevention Plan (SWPPP), Sanitary Sewer Collection, Tree Policy, and associated City Codes for the Cities of Brainerd and Baxter. Performs work under the general and technical guidance of the City Engineer/Public Works Director and Assistant City Engineer.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Implements the current National Pollutant Discharge Elimination System (NPDES) storm water permits and current Municipal Separate Storm Sewer System (MS4) permits for the Cities of Brainerd and Baxter.
- Assists in the development of ordinances, policies, and specifications as they relate to the Cities' environmental protection goals.
- Updates and maintains Stormwater webpages for Brainerd and Baxter.
- Assists, plans, implements, and evaluates the operation and maintenance schedules for all storm water facilities, either personally, or through assigned staff or outside vendors.
- Responsible for compliance efforts of the NPDES Phase 2 Stormwater General Permit. Maintains Stormwater Management Plan and provides State agencies, City employees and the public with plan information as requested.
- Develops, implements, and presents public education and public participation programs relative to the protection of the environment.
- Assists in the oversight and implementation of the spill response plan.
- Responds to customer service inquiries related to protection of the environment.
- Maintains files, records, and other databases; and operates various office equipment.
- Inspects construction activities, including grading, storm water ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, permits, and specifications.
- Inspects erosion issues throughout Brainerd and Baxter as needed.
- Enforces compliance as needed and/or prescribed.
- Issues Notice and Orders and provides recommendations for Administrative Penalties as needed to compel compliance with environmental protection regulations.
- Assists other City departments with compliance issues as needed.
- Reviews plans, including grading, storm water retention ponds and sewers, erosion control measures, and related construction projects to ensure that work is in compliance with applicable local, State and Federal storm water regulations, laws, codes, policies, and specifications.
- Responsible for reviewing and administering Land Disturbance Permits.
- Assists with monitoring and managing storm water maintenance activities.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Performs related tasks as necessary.

Environmental Resources Technician

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Knowledge, Skills and Abilities

- General knowledge of municipal utility infrastructure, construction methods, project inspection techniques, maps, easement documents, and construction documents.
- General knowledge of environmental principles, practices, and programs.
- General knowledge of local, State and Federal storm water regulations, laws, and regulations.
- Ability to create and maintain logs/records and conduct inventories.
- Ability to deal effectively with the public, citizens, contractors, developers, co-workers, and others with courtesy and discretion.
- Ability to remain professional and respectful when dealing with difficult and uncooperative individuals.
- Ability to communicate effectively both verbally and in writing.
- Ability to follow oral and written instructions; ability to work independently with minimal supervision to complete daily activities according to work schedules.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, other departments, vendors, contractors, and the general public.
- Skill in operating necessary tools and equipment such as GIS and CAD software, personal computer and word processing, spreadsheet, and database tools.

Education, Experience and Special Requirements

Minimum Qualifications

- High school diploma or GED.
- Associates/Technical degree with coursework in Engineering, Natural Resources, Environmental Studies, Water Resources, or related field.
- Possession of a valid MN driver's license prior to employment.
- Possession of an Erosion/Sediment Control Specialist certification by the University of Minnesota or the ability to obtain certification within one year of employment.

Desirable Qualifications

- Two years' municipal experience in surface water/stormwater management, environmental issues, and other related work.
- Experience dealing directly with the public while enforcing compliance with State and local laws.
- Experience with GIS software.
- Possession of a Regulatory Enforcement certification by the University of Minnesota.

Physical Requirements

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

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

Last Revised: December 5, 2022



October 2, 2023

City of Brainerd
Attn: Jesse Dehn, Public Works Director/City Engineer
501 Laurel Street
Brainerd, MN 56401

Re: Public Works Department – Stormwater Division
Stormwater Technician

Dear Mr. Dehn:

This letter is to confirm the City of Baxter's commitment to the joint Stormwater Technician position that will be shared by the City of Brainerd and City of Baxter. This would allow both cities to allocate the number of hours, inspections and reporting that is required by the Minnesota Pollution Control Agency under the new MS4 Permit to make the position a year around fulltime position.

The City of Baxter has allocated funding for the Stormwater Technician with the 2023 and 2024 Public Works Department Operating Budget. The City of Baxter is expecting to contract with Brainerd for approximately 1,040 hours (50%) for the technician work due to the limited amount of work space at Baxter City Hall.

If you have any questions or concerns, please feel free to contact me at 218.454.5110 or twalter@baxtermn.gov

Sincerely,

Trevor Walter, P.E.
Public Works Director
City Engineer



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Authorize Submission of State of Minnesota - Office of the Attorney General Nonprofit/Charity Complaint Form

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jennifer Bergman, City Administrator, Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Jennifer Bergman, City Administrator, Connie Hillman, Finance Director, **ESTIMATED TIME (MIN):** 5 Minutes

SUMMARY OF ISSUE: At the October 2, 2023, the Council motioned to direct staff to complete the State of MN - Office of the Attorney General Nonprofit/Charity Complaint Form regarding the Lakes Media Collaborative and to bring it back to P&F at the next council meeting for approval prior to submission.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff completed the form. There is a limited amount space on the form; however, extra pages can be included. Staff is looking for direction on what (if any) additional information should be included in the submission. For example, should the agenda requests from previous meetings be included? Should the letters sent by Attorney Langel be included? It is Staff's recommendation that the agenda requests would provide additional information regarding the history. The Council is filing the complaint because it does not believe that the Lakes Media Collaborative is carrying out its mission which is to provide public local access television programming.

The City is questioning/filing the complaint because it is concerned: (1) how the organization is carrying out its mission since 2019; (2) how the cash balance will be spent; and (3) being refunded for the 2019 payment at the very least.

RECOMMENDED ACTION/MOTION: Provide direction to Staff and/or authorize submission of the form.

FINANCIAL IMPACT:



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):

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.

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 16, 2023

TITLE OF ITEM: Adopt a Resolution Awarding the Sale of General Obligation Bonds, Series 2023A; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Ms. Chris Hogan will present an overview of the City's bond rating (attached) as well as the tabulation of the bid results (not available until Monday).

The City is issuing debt for the following purposes:

- Improvement Bonds - the local share and special assessments on the 2023 North Brainerd construction project.
- Utility Revenue Bonds- Water improvements on the 2023 North Brainerd construction project; and to fund the Sewer River Crossing project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The attached resolution is a draft. You will notice that the draft resolution has many blanks that can only be completed after the bids are received which will occur on Monday, October 16th. The sale information will be forwarded to our bond council who will complete the resolution.

RECOMMENDED ACTION/MOTION: Adopt a resolution awarding the sale of General Obligation Bonds, Series 2023A, in the original aggregate principal amount of \$_____ ; fixing their form and specifications; directing their execution and delivery; and providing for their payment.

FINANCIAL IMPACT: The repayment will be part of the annual budget.

October 5, 2023

City of Brainerd
City Hall
501 Laurel Street
Brainerd, MN 56401--3595
Attention: Connie Hillman, Finance Director

Re: US\$5,435,000 City of Brainerd, Minnesota, General Obligation Bonds, Series 2023A, dated: Date of Delivery, due: February 01, 2039

Dear Connie Hillman

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA-". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

dl
enclosures

cc: ***Bids - Bond Services***
Christine Hogan

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

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RatingsDirect®

Summary:

Brainerd, Minnesota; General Obligation; Non-School State Programs

Primary Credit Analyst:

Virginia A Murillo, San Francisco 1-415-371-5098; virginia.murillo@spglobal.com

Secondary Contact:

Helen Samuelson, Chicago + 1 (312) 233 7011; helen.samuelson@spglobal.com

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Credit Highlights

Outlook

Related Research

Summary:

Brainerd, Minnesota; General Obligation; Non-School State Programs

Credit Profile		
US\$5.435 mil GO bnds ser 2023A due 02/01/2039		
Long Term Rating	AA-/Stable	New
Brainerd GO		
Long Term Rating	AA-/Stable	Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AA-' long-term rating to Brainerd, Minn.'s roughly \$5.435 million series 2023A general obligation (GO) bonds.
- At the same time, S&P Global Ratings affirmed its 'AA-' long-term rating and underlying rating (SPUR) on the city's existing GO debt.
- The outlook is stable.

Security

The city's full-faith-and-credit unlimited-tax GO pledge secures the bonds. The city additionally pledges net water-and-wastewater-utilities revenue, special assessments against benefitted properties, and ad valorem taxes; however, the rating reflects our opinion of the city's GO pledge because we lack sufficient supporting information to rate the additional pledges under applicable criteria. Brainerd's bonds outstanding also include additional pledges, but we rate that debt to the GO pledge.

Officials intend to use series 2023A bond proceeds to reimburse road improvements and related water-utility projects and finance sewer-river project costs.

Credit overview

Despite a fiscal 2022 general fund balance drawdown to pay down \$1.9 million to settle a lawsuit with former city firefighters, we think reserves and liquidity remain very strong and support the rating. We also think continued property tax base growth somewhat offsets below-average income, which is weaker compared with its peers in the rating category. The debt profile remains its chief credit weakness. However, of Brainerd's \$38.9 million in direct debt outstanding, water-and-sewer-enterprise revenue supports about \$9.2 million of GO debt and reduces property tax debt on residents.

We understand Brainerd borrowed \$1 million from Brainerd Public Utility, a component unit of the city, and \$250,000 from League of Minnesota Cities Insurance Trust, which the city will recognize as income in fiscal 2023. The city expects to repay both loans by 2028; we do not expect either of these loans will present liquidity risk to the city because they contain no acceleration provisions. Officials note the fiscal 2023 budget is on track. In fiscal 2024, the

city expects an additional \$543,000 of state aid, which it will use toward operating expenses and the implementation of a wage study. We understand a mix of local and state aid revenue are expected to support the implementation of a wage study. The city council set a preliminary 10.53% levy increase to support the fiscal 2024 budget.

The rating reflects our view of Brainerd's:

- Stable local economy, centered on outdoor recreation and tourism, with continued redevelopment projects and higher sales prices that have led to significant growth in the now \$1.15 billion tax base, which the city expects to grow by another 12% within the next year;
- Very strong liquidity and reserves, even with the payoff of the lawsuit settlement--With a stable property tax and state aid revenue base, we expect Brainerd will likely maintain mostly balanced financial operations;
- Strong management environment with good financial-management practices, policies under our Financial Management Assessment (FMA) methodology—reflecting its conservative budgeting, comprehensive monthly financial-and-investment-holding reports to the council, and long-term capital planning--and strong Institutional Framework score--Although the city fell out of compliance with its formal 35%-50% of operating expenditures fund balance, we expect Brainerd will likely comply again with its fund-balance policy in the short- to medium-term because it has historically outperformed the budget; and
- High debt-and-liability profile, in-line with, and what we typically observe in, other Minnesota cities that we think will likely remain weak because Brainerd plans to issue approximately \$2 million-\$2.5 million of additional debt to support infrastructure projects annually--However, carrying charges are manageable; we adjusted for approximately \$4.28 million of public utility debt-service payments in fiscal 2022.

Contributions to the Minnesota General Employees' Retirement Fund and Minnesota Public Employees' Police & Fire Fund were slightly below our minimum-funding-progress metric. We do not expect funded ratios to improve materially with current funding practices. (For more information, see "Pension Spotlight: Minnesota," published Aug. 10, 2023, on RatingsDirect.) We note the city's Statewide Volunteer Firefighters' Retirement Plan was 118.6% funded with a net pension asset of \$859,000 as of Dec. 31, 2021.

Environmental, social, and governance

We view environmental, social, and governance (ESG) risks as neutral within our credit-rating analysis.

Outlook

The stable outlook reflects S&P Global Ratings' expectation that Brainerd will likely maintain stable budgetary performance and available reserves at levels we consider very strong relative to annual expenditures.

Downside scenario

We could lower the rating if budgetary performance were to weaken unexpectedly, causing available reserves and liquidity to decrease materially, and if debt carrying charges were to hamper budgetary flexibility.

Upside scenario

We could raise the rating if the economy were to improve to levels we consider commensurate with higher-rated peers, evidenced by ongoing tax base growth and higher income while maintaining strong finances.

Brainerd, Minnesota key credit metrics

	Most recent	--Historical information--		
		2022	2021	2020
Weak economy				
Projected per capita effective buying income (EBI) (%) of U.S.	72.1			
Market value per capita (\$)	84,057			
Population		13,646	13,468	13,508
County unemployment rate(%)	3.2			
Market value (\$000)	1,147,039	995,357	843,253	798,744
10 leading taxpayers as a % of taxable value	11.8			
Weak budgetary performance				
Operating fund result as a % of expenditures	(16.5)	(2.0)		0.9
Total governmental fund result as a % of expenditures	(26.7)	(28.7)		(1.6)
Very strong budgetary flexibility				
Available reserves as a % of operating expenditures	18.3	53.1		53.2
Total available reserves (\$000)	2,549	4,722		4,784
Very strong liquidity				
Total government cash % of governmental fund expenditures	38.8	41.8		82.0
Total government cash % of governmental fund debt service	666.0	498.7		961.3
Strong management				
Financial Management Assessment	Good			
Adequate debt and long-term liabilities				
Debt service as a % of governmental fund expenditures	5.8	8.4		8.5
Net direct debt as a % of governmental fund revenue	150.0			
Overall net debt as a % of market value	4.8			
Direct debt 10-year amortization (%)	88.3			
Required pension contribution as a % of governmental fund expenditures	3.6			
Other postemployment benefits actual contribution as a % of governmental fund expenditures	0			
Strong Institutional Framework				

Data points and ratios may reflect analytical adjustments.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- 2022 Update Of Institutional Framework For U.S. Local Governments

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of October 5, 2023)		
Brainerd GO		
Long Term Rating	AA-/Stable	Affirmed
Brainerd GO		
Long Term Rating	AA-/Stable	Affirmed
Brainerd GO		
Long Term Rating	AAA/Stable	Affirmed
Underlying Rating for Credit Program	AA-/Stable	Affirmed
Brainerd GO		
Long Term Rating	AA-/Stable	Affirmed
Brainerd GO bnds		
Long Term Rating	AA-/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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Extract of Minutes of Meeting
of the City Council of the City of
Brainerd, Crow Wing County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Brainerd, Minnesota, was held in City Hall in said City on Monday, October 16, 2023, commencing at 7:30 p.m.

The following members of the Council were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2023A, to be issued in the original aggregate principal amount of \$_____.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION
NO. _____

**A RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION BONDS, SERIES 2023A, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$_____; FIXING
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR
PAYMENT**

BE IT RESOLVED By the City Council (the "City Council") of the City of Brainerd, Crow Wing County, Minnesota (the "City"), as follows:

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on September 18, 2023, the City authorized the sale of its General Obligation Bonds, Series 2023A (the "Bonds"), for the following purposes:

(a) to finance the construction of certain assessable public street improvements in the City, including but not limited to street reconstruction projects designated as City Improvement 21-12 (the "Assessable Improvements"), pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (the "Improvement Act"); and

(b) to finance the construction of various improvements to the City's water system and sanitary sewer system (collectively the "Utility Improvements"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (the "Utility Revenue Act").

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____ (the "Purchaser"), to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$_____, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] less underwriter's discount of \$_____), plus accrued interest, if any, to date of delivery for the Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	%	2033	%
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032			

True interest cost: _____%

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the Finance Director of the City in consultation with the City's municipal advisor. The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Improvement Act, and the Utility Revenue Act (collectively, the "Act") in the original aggregate principal amount of \$_____, originally dated the date of delivery (which is anticipated to be November 16, 2023), in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2033	\$
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032			

(a) \$_____ of the Bonds (the "Improvement Bonds"), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Assessable Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2030	\$
2026		2031	
2027		2032	
2028		2033	
2029		2034	

(b) The remainder of the Bonds in the principal amount of \$_____ (the "Utility Revenue Bonds"), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Utility Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2033	\$
2026		2034	
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032			

1.05. Optional Redemption. The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[TO BE COMPLETED IF TERM BONDS ARE REQUESTED BY THE PURCHASER:

1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20__ and February 1, 20__ and shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:]

Sinking Fund Installment Date

February 1, 20__ Term Bond

Principal Amount

* *Maturity*

February 1, 20__ Term Bond

Principal Amount

* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and the “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the

officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2023A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account" and the "Utility Improvements Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Assessable Improvements Account. Proceeds of special assessments levied or to be levied against property specially benefited by the Assessable Improvements (the "Assessments") and ad valorem taxes hereinafter levied for the payment of the Improvement Bonds (the "Taxes") are hereby pledged to the Assessable Improvements Account of the Debt Service Fund. There is hereby appropriated to the Assessable Improvements Account all investment earnings on amounts in the Assessable Improvements Account and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Improvement Bonds. There is also hereby appropriated to the Assessable Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

(b) Utility Improvements Account. The City will continue to maintain and operate its Water Fund and its Sanitary Sewer Fund (together, the "Utility Funds"), to which will be credited all gross revenues of the water system and the sanitary sewer system (together, the "Utility Systems"), respectively, and out of which will be paid all normal and reasonable expenses of current operations of the Utility Systems. Any balances therein are deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements

Account will be used only to pay the principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay the principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is hereby appropriated to the Utility Improvements Account all investment earnings on amounts in the Utility Improvements Account and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Utility Revenue Bonds. There is also hereby appropriated to the Utility Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2023A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Assessable Improvements Account" and the "Utility Improvements Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements, Assessments, and Taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act under the direction of the City Council. When the Assessable Improvements are completed and the costs thereof paid, the Assessable Improvements Account is to be closed and subsequent collections of Assessments and Taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2024 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each

Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Utility Revenue Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the Utility Systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Utility Funds as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Improvements Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the Utility Systems in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Utility Systems and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the Utility Systems to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such

systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the Utility Systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Utility Revenue Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the Utility Systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in the pledged Net Revenues.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Improvement Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Assessable Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.07. Debt Service Coverage. It is hereby determined that the estimated collection of Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds. It is hereby determined that the estimated collection of Net Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Utility Revenue Bonds. The tax levy provided for the Bonds in Section 4.06 hereof is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Crow Wing County, Minnesota (the "County Auditor-Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor-Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Mayor, the President of the City Council, the City Administrator, and/or the Finance Director to this resolution or any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy

of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Adopted this ____ day of _____, 2023.

KELLY BEVANS
President of the Council

Adopted this ____ day of _____, 2023.

DAVE BADEAUX
Mayor

ATTEST:

JENNIFER BERGMAN
City Administrator

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BRAINERD

GENERAL OBLIGATION BOND
SERIES 2023A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
-------------	-----------------	-----------------------------------	--------------

February 1, 20__	November 16, 2023		
------------------	-------------------	--	--

Registered Owner: CEDE & CO.

The City of Brainerd, Minnesota, a duly organized and existing municipal corporation in Crow Wing County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[INSERT TERM BOND LANGUAGE AND SCHEDULES IF APPLICABLE]

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, maturity date, interest rate, and

redemption privilege, all issued pursuant to a resolution adopted by the City Council on October 16, 2023 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable public improvements and improvements to the water system and sanitary sewer systems of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, as amended, and the principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by improvements, ad valorem taxes, and net revenues of the water system and sanitary sewer system of the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, ad valorem taxes, and net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

IT IS HEREBY CERTIFIED AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the water system and sanitary sewer systems free from competition by other like municipal utilities; that adequate insurance on said water system and sanitary sewer system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund and the Sanitary Sewer Fund, into which it will pay all of the gross revenues from the water system and the sanitary sewer system, respectively; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2023A Debt Service Fund, into which it will pay, out of the net revenues from the water system and the sanitary sewer system a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water system and the sanitary sewer system.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the

purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Brainerd, Crow Wing County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: November 16, 2023

CITY OF BRAINERD, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____

(Cust) _____ (Minor) _____

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to
Minors Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in
common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within Bond and all rights thereunder,
and does hereby irrevocably constitute and appoint _____ attorney to
transfer the said Bond on the books kept for registration of the within Bond, with full power of
substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the
name as it appears upon the face of the within Bond in every particular,
without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the
Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion
Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP")
or other such "signature guarantee program" as may be determined by the Registrar in addition
to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange
Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning
the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond
is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on
the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C
TAX LEVY SCHEDULE

YEAR *	TAX LEVY
2024	\$
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	

** Year tax levy collected.*

STATE OF MINNESOTA)
)
COUNTY OF CROW WING) SS.
)
CITY OF BRAINERD)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Brainerd, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on October 16, 2023, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2023A, in the original aggregate principal amount of \$_____.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of October, 2023.

(SEAL)

City Administrator
City of Brainerd, Minnesota



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Adopt Resolution for Assessment - 2022-2023 Nuisance Abatement and 2022-2023 Downtown Special Services District

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Jessie Dehn, Public Works Director, **DEPARTMENT:** Public Works
James Kramvik, Community Development Director

PRESENTER: Jessie Dehn, Public Works Director, **ESTIMATED TIME (MIN):** 15 Minutes
James Kramvik, Community Development Director

SUMMARY OF ISSUE: Attached to this request is a copy of the Notice of Assessment Hearing, the Proposed Assessment Rolls for the 2022-2023 downtown special services district including downtown snow removal, and 2022-2023 nuisance abatement, and a resolution in which adopts the assessments.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: At the public hearing, if there are questions or comments about the proposed assessments, staff will be available to respond. At the conclusion of the hearing, the Council would typically adopt a resolution adopting the assessments. If there are contested assessment amounts, staff would ask that the Council still adopt the assessments to start the 30-day payment clock. Contested assessments would be brought back to the next meeting for discussion, unless the council desires to adopt the contested assessments without further consultation.

RECOMMENDED ACTION/MOTION:

1. Hold a public hearing to hear testimony for or against the proposed assessments.
2. Adopt the attached resolution adopting the assessments as proposed for 2022-2023 downtown special services district including downtown snow removal, and 2022-2023 nuisance abatement.

FINANCIAL IMPACT: N/A

RESOLUTION
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for 2022-2023 snow removal and special services and nuisance abatement concerning the properties abutting on the following:

DOWNTOWN SNOW REMOVAL AND SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations
Misc properties around the City

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

1. Such proposed assessment, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in full within 30 days from the adoption of this Resolution without interest at the office of the City Administrator. Thereafter, the entire amount of the assessment shall be payable to the Crow Wing County Auditor with interest at the rate of five and fifteen hundredths' percent (5.15%).
3. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the Crow Wing County Auditor to be extended on the property tax list of the County. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 16th day of October 2023

KELLY BEVANS
President of the Council

Approved this 16th day of October 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

10/11/2023
11:21 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
101-23 NUISANCE ASSESSMENTS

Page: 1/2
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF CITY NUISANCE 101-23.

District	Parcel Status	District Status	Parcel Number	Remaining Principal	101-23.		Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
					Orig Yrs	Rem Yrs				
101-23	Active	Active	41040621 HUNTER, IVY RAE	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41090554 EBAI, NORBERT TAMBE	125.00	1	1	5.1500000	125.00	7.80	132.80
101-23	Active	Active	41190554 RISNES, ZACHARY A	775.00	1	1	5.1500000	775.00	48.33	823.33
101-23	Active	Active	41190885 GOTTWALT, MATTHEW & ERICA	2,325.00	1	1	5.1500000	2,325.00	145.00	2,470.00
101-23	Active	Active	41190901 BEBER, AUSTIN J	325.00	1	1	5.1500000	325.00	20.27	345.27
101-23	Active	Active	41190917 HUNTER, IVY RAE	2,175.00	1	1	5.1500000	2,175.00	135.64	2,310.64
101-23	Active	Active	41190952 O'CONNOR, JESSE	1,500.00	1	1	5.1500000	1,500.00	93.55	1,593.55
101-23	Active	Active	41190954 FUHRER, JERRY W & SHAWNA L	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41191157 MOON, JAMES	675.00	1	1	5.1500000	675.00	42.10	717.10
101-23	Active	Active	41191502 GOODRICH, WALLACE D	675.00	1	1	5.1500000	675.00	42.10	717.10
101-23	Active	Active	41191616 VEITH, STEVEN H	2,475.00	1	1	5.1500000	2,475.00	154.35	2,629.35
101-23	Active	Active	41191667 MILES, JULIE	2,025.00	1	1	5.1500000	2,025.00	126.29	2,151.29
101-23	Active	Active	41191685 SAMUELSON, DONALD B &	1,875.00	1	1	5.1500000	1,875.00	116.93	1,991.93
101-23	Active	Active	41191810 BOURDAGE, ZAKERY D	225.00	1	1	5.1500000	225.00	14.03	239.03
101-23	Active	Active	41191817 ENGHOLM, ROGER	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41240887 ALMER, VIRGINIA L & LORENTZ, ISAAC	775.00	1	1	5.1500000	775.00	48.33	823.33
101-23	Active	Active	41241526 WETHERELL, RICHARD B	4,200.00	1	1	5.1500000	4,200.00	261.93	4,461.93
101-23	Active	Active	41241595 LOSOS, DARREN	1,200.00	1	1	5.1500000	1,200.00	74.84	1,274.84
101-23	Active	Active	41250639 BRAVERMAN, DAVE	4,200.00	1	1	5.1500000	4,200.00	261.93	4,461.93
101-23	Active	Active	41250666 KINDER, TERRY D	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41250792 SALTNESS, KELLY M & MAIER, ANDRES E	7,400.00	1	1	5.1500000	7,400.00	461.50	7,861.50
101-23	Active	Active	41251054 PETERSEN, TROY A	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41300671 MATTSON, WAYNE E & ROSALIE	350.00	1	1	5.1500000	350.00	21.83	371.83
101-23	Active	Active	41300678 KRUEGER, MANVIL J	1,600.00	1	1	5.1500000	1,600.00	99.78	1,699.78
101-23	Active	Active	41300814 GOTTWALT, MATTHEW & ERICA	1,900.00	1	1	5.1500000	1,900.00	118.49	2,018.49
101-23	Active	Active	41301028 GANGESTAD, FELIX	350.00	1	1	5.1500000	350.00	21.83	371.83

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

EXPENSE OF CITY NUISANCE 101-23										
District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
101-23	Active	Active	41301080 DEGEN, MICHAEL	675.00	1	1	5.1500000	675.00	42.10	717.10
101-23	Active	Active	41330502 KAIKKONEN, KRISTOPHER	125.00	1	1	5.1500000	125.00	7.80	132.80
101-23	Active	Active	41360561 ZONTELLI, LUKE R & SMUDE, ELLIE N	675.00	1	1	5.1500000	675.00	42.10	717.10
101-23	Active	Active	41360827 LEWIS, KALEEN R	125.00	1	1	5.1500000	125.00	7.80	132.80
District Totals				40,500.00				40,500.00	2,525.80	43,025.80
-----> Totals For 101-0000-36101				40,500.00				40,500.00	2,525.80	43,025.80
Grand Totals				40,500.00				40,500.00	2,525.80	43,025.80

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SNOW REMOVAL

				EXPENSE OF DOWNTOWN SNOW REMOVAL : DTSR 2023				2024		2024	
District	Parcel Status	District Status	Parcel Number	Remaining Principal	No Yrs	No Yrs	Interest Rate	Principal Installmnt	Interest Installmnt	Total Installmnt	
DTSR 2023	Active	Active	41240535 MOORES PROPERTIES, INC.	1,750.36	1	1	5.1500000	1,750.36	109.16	1,859.52	
DTSR 2023	Active	Active	41241266 BREMER BANK OF BRAINERD	1,875.39	1	1	5.1500000	1,875.39	116.96	1,992.35	
DTSR 2023	Active	Active	41241268 RICHARD & DENISE RATHMAN	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241269 DAVID F PUERINGER INVESTMENTS	1,952.53	1	1	5.1500000	1,952.53	121.77	2,074.30	
DTSR 2023	Active	Active	41241270 DAVID F PUERINGER	735.53	1	1	5.1500000	735.53	45.87	781.40	
DTSR 2023	Active	Active	41241271 BRAINERD LAKES PROPERTIES LLC	562.62	1	1	5.1500000	562.62	35.09	597.71	
DTSR 2023	Active	Active	41241272 DAVID F PUERINGER	562.62	1	1	5.1500000	562.62	35.09	597.71	
DTSR 2023	Active	Active	41241273 DAVID F PUERINGER INVESTMENTS	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241292 MAJIK PROPERTIES LLC	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241293 ASH PROPERTIES INC.	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241294 ASH PROPERTIES INC.	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241295 BRIAN L & RHONDA SMITH	2,175.45	1	1	5.1500000	2,175.45	135.67	2,311.12	
DTSR 2023	Active	Active	41241300 JUAN M AND JOANNA I BARBOZA	937.69	1	1	5.1500000	937.69	58.48	996.17	
DTSR 2023	Active	Active	41241301 AMERICAN HEIGHTS LLC	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241448 MASONIC TEMPLE ASSN. OF BRAINERD	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241449 NORTHERN PINES MENTAL HEALTH CENTER	312.56	1	1	5.1500000	312.56	19.49	332.05	
DTSR 2023	Active	Active	41241450 TODD & LAURA BISTED	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241451 THAI ORCHID LLC	312.56	1	1	5.1500000	312.56	19.49	332.05	
DTSR 2023	Active	Active	41241452 DAVID F. PUERINGER INVESTMENTS	937.69	1	1	5.1500000	937.69	58.48	996.17	
DTSR 2023	Active	Active	41241454 DAVID F. PUERINGER INVESTMENTS	312.56	1	1	5.1500000	312.56	19.49	332.05	
DTSR 2023	Active	Active	41241455 LUHRS, JON A TRUST (UND 1/2 INT)	312.56	1	1	5.1500000	312.56	19.49	332.05	
DTSR 2023	Active	Active	41241456 RICK BJORK	625.13	1	1	5.1500000	625.13	38.99	664.12	
DTSR 2023	Active	Active	41241457 JJC PROPERTIES LLC	2,375.49	1	1	5.1500000	2,375.49	148.15	2,523.64	
DTSR 2023	Active	Active	41241470 ASH PROPERTIES INC.	2,375.49	1	1	5.1500000	2,375.49	148.15	2,523.64	
DTSR 2023	Active	Active	41241472 DAVID F. PUERINGER	1,250.26	1	1	5.1500000	1,250.26	77.97	1,328.23	
DTSR 2023	Active	Active	41241473 DAVID F. PUERINGER INVESTMENTS	1,280.51	1	1	5.1500000	1,280.51	79.86	1,360.37	

10/11/2023
11:24 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
DTSR 2023

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DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SNOW REMOVAL : DTSR 2023

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
DTSR 2023	Active	Active	41241474 DAVID F. PUERINGER INVESTMENTS	625.13	1	1	5.1500000	625.13	38.99	664.12
DTSR 2023	Active	Active	41241475 VANDEPUTTE INVESTMENT PROPERTIES LL	582.37	1	1	5.1500000	582.37	36.32	618.69
DTSR 2023	Active	Active	41241476 CARL SIDNEY HANSON POST #255	700.14	1	1	5.1500000	700.14	43.66	743.80
DTSR 2023	Active	Active	41241477 C & L MIDWEST LLC	937.69	1	1	5.1500000	937.69	58.48	996.17
DTSR 2023	Active	Active	41241478 C & L MIDWEST LLC	312.56	1	1	5.1500000	312.56	19.49	332.05
DTSR 2023	Active	Active	41241479 NLLJ JENSEN, LLC	937.69	1	1	5.1500000	937.69	58.48	996.17
DTSR 2023	Active	Active	41241482 NJMS PHELPS BLOCK LLC	793.91	1	1	5.1500000	793.91	49.51	843.42
DTSR 2023	Active	Active	41241483 NJMS CHET'S LLC	331.32	1	1	5.1500000	331.32	20.66	351.98
DTSR 2023	Active	Active	41241484 DANNY E. KUHN	625.13	1	1	5.1500000	625.13	38.99	664.12
DTSR 2023	Active	Active	41251149 LIVELY AUTO BLDG REAL EST HOLDINGS	2,813.08	1	1	5.1500000	2,813.08	175.44	2,988.52
District Totals				34,307.06				34,307.06	2,139.59	36,446.65
-----> Totals For 235-0000-36101				34,307.06				34,307.06	2,139.59	36,446.65
Grand Totals				34,307.06				34,307.06	2,139.59	36,446.65

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CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
DTSS 2023

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THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAID THE EXPENSE OF DOWNTOWN SPECIAL SERVICES : DTSS 2023

District	Parcel Status	District Status	Parcel Number	Orig Rem				2024	2024	2024
				Remaining Principal	No Yrs	No Yrs	Interest Rate	Principal Installmnt	Interest Installmnt	Total Installmnt
DTSS 2023	Active	Active	41240535 MOORES PROPERTIES, INC.	679.16	1	1	5.1500000	679.16	42.36	721.52
DTSS 2023	Active	Active	41241266 BREMER BANK OF BRAINERD	727.67	1	1	5.1500000	727.67	45.38	773.05
DTSS 2023	Active	Active	41241268 RICHARD & DENISE RATHMAN	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241269 DAVID F PUERINGER INVESTMENTS	757.60	1	1	5.1500000	757.60	47.25	804.85
DTSS 2023	Active	Active	41241270 DAVID F PUERINGER	285.39	1	1	5.1500000	285.39	17.80	303.19
DTSS 2023	Active	Active	41241271 BRAINERD LAKES PROPERTIES LLC	218.30	1	1	5.1500000	218.30	13.61	231.91
DTSS 2023	Active	Active	41241272 DAVID F PUERINGER	218.30	1	1	5.1500000	218.30	13.61	231.91
DTSS 2023	Active	Active	41241273 DAVID F PUERINGER INVESTMENTS	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241292 MAJIK PROPERTIES LLC	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241293 ASH PROPERTIES INC.	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241294 ASH PROPERTIES INC.	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241295 BRIAN L & RHONDA SMITH	844.10	1	1	5.1500000	844.10	52.64	896.74
DTSS 2023	Active	Active	41241300 JUAN M AND JOANNA I BARBOZA	363.83	1	1	5.1500000	363.83	22.69	386.52
DTSS 2023	Active	Active	41241301 AMERICAN HEIGHTS LLC	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241448 MASONIC TEMPLE ASSN. OF BRAINERD	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241449 NORTHERN PINES MENTAL HEALTH CENTER	121.28	1	1	5.1500000	121.28	7.56	128.84
DTSS 2023	Active	Active	41241450 TODD & LAURA BISTED	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241451 THAI ORCHID LLC	121.28	1	1	5.1500000	121.28	7.56	128.84
DTSS 2023	Active	Active	41241452 DAVID F. PUERINGER INVESTMENTS	363.83	1	1	5.1500000	363.83	22.69	386.52
DTSS 2023	Active	Active	41241454 DAVID F. PUERINGER INVESTMENTS	121.28	1	1	5.1500000	121.28	7.56	128.84
DTSS 2023	Active	Active	41241455 LUHRS, JON A TRUST (UND 1/2 INT)	121.28	1	1	5.1500000	121.28	7.56	128.84
DTSS 2023	Active	Active	41241456 RICK BJORK	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241457 JJC PROPERTIES LLC	921.71	1	1	5.1500000	921.71	57.48	979.19
DTSS 2023	Active	Active	41241470 ASH PROPERTIES INC.	921.71	1	1	5.1500000	921.71	57.48	979.19
DTSS 2023	Active	Active	41241472 DAVID F. PUERINGER	485.11	1	1	5.1500000	485.11	30.25	515.36
DTSS 2023	Active	Active	41241473 DAVID F. PUERINGER INVESTMENTS	496.85	1	1	5.1500000	496.85	30.99	527.84

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THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF DOWNTOWN SPECIAL SERVICES : DTSS 2023

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
DTSS 2023	Active	Active	41241474 DAVID F. PUERINGER INVESTMENTS	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41241475 VANDEPUTTE INVESTMENT PROPERTIES LL	225.97	1	1	5.1500000	225.97	14.09	240.06
DTSS 2023	Active	Active	41241476 CARL SIDNEY HANSON POST #255	271.66	1	1	5.1500000	271.66	16.94	288.60
DTSS 2023	Active	Active	41241477 C & L MIDWEST LLC	363.83	1	1	5.1500000	363.83	22.69	386.52
DTSS 2023	Active	Active	41241478 C & L MIDWEST LLC	121.28	1	1	5.1500000	121.28	7.56	128.84
DTSS 2023	Active	Active	41241479 NLLJ JENSEN, LLC	363.83	1	1	5.1500000	363.83	22.69	386.52
DTSS 2023	Active	Active	41241482 NJMS PHELPS BLOCK LLC	308.05	1	1	5.1500000	308.05	19.21	327.26
DTSS 2023	Active	Active	41241483 NJMS CHET'S LLC	128.55	1	1	5.1500000	128.55	8.02	136.57
DTSS 2023	Active	Active	41241484 DANNY E. KUHN	242.56	1	1	5.1500000	242.56	15.13	257.69
DTSS 2023	Active	Active	41251149 LIVELY AUTO BLDG REAL EST HOLDINGS	1,091.50	1	1	5.1500000	1,091.50	68.07	1,159.57
District Totals				13,311.51				13,311.51	830.17	14,141.68
-----> Totals For 401-0000-36101				13,311.51				13,311.51	830.17	14,141.68
Grand Totals				13,311.51				13,311.51	830.17	14,141.68

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 16, 2023, to pass upon the proposed assessment for the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Miscellaneous properties around the City

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above-described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost of Downtown Special Services District is \$104,095.77 of which \$47,618.58 is proposed to be assessed.

The total cost of Nuisance Abatement is \$37,775.00 of which \$37,775.00 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is five and fifteen hundredths' percent (5.15%) per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of one (1) year.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 18th day of September 2023

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 20, 2023



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Adopt Resolution Adopting Assessment Improvement 21-12 North Brainerd Reconstruction Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 15 Minutes

SUMMARY OF ISSUE: Attached to this request is a copy of the Notice of Assessment Hearing, the Proposed Assessment Rolls for Improvement 21-12 - North Brainerd Reconstruction project, and a resolution in which adopts the assessments. This project was for reconstructing of numerous streets in North Brainerd including N. 3rd Street, N. 6th Street, N. 7th Street, and Juniper Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: At the public hearing, if there are questions or comments about the proposed assessments, staff will be available to respond. At the conclusion of the hearing, the Council would typically adopt a resolution adopting the assessments. If there are contested assessment amounts, staff would ask that the Council still adopt the assessments to start the 30-day payment clock. Contested assessments would be brought back to the next meeting for discussion, unless the council desires to adopt the contested assessments without further consultation.

RECOMMENDED ACTION/MOTION:

1. Hold a public hearing to hear testimony for or against the proposed assessments.
2. Adopt the attached resolution adopting the assessments as proposed for Improvement 21-12.

FINANCIAL IMPACT: N/A

RESOLUTION
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the improvements of the following described streets, alleys, and utilities in the City of Brainerd:

IMPROVEMENT 21-12 – NORTH BRAINERD RECONSTRUCTION

Street Reconstruction

North 3rd Street from Washington Street to Holly Street
North 6th Street from Washington Street to Juniper Street
North 7th Street from Kingwood Street to Holly Street
Juniper Street from North 2nd Street to North 10th Street

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2024 and shall bear interest at the rate of five and fifteen hundredths' percent (5.15%) per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Crow Wing County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and he or she may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid with interest accrued to December 31, of the year in which such payment is made.

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

Adopted this 16th day of October 2023

KELLY BEVANS
President of the Council

Approved this 16th day of October 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

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319-21-12: NORTH BRAINERD RECONSTRUCTION

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
319	21-12	Active	Active	41240969 TAN INVESTMENTS INC	4,595.40	10	10 5.1500000	459.54	286.59	746.13
319	21-12	Active	Active	41240970 WAGNER, JOSEPH J & MARY L	3,063.60	10	10 5.1500000	306.36	191.06	497.42
319	21-12	Active	Active	41240971 REZAC, CRAIG PAUL & TYANNE GUIDA R	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41240972 JUSTIN, LORENA	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41240973 SAND-N-HAVEN LLC	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41240974 BEEBE, PAMELA & GLEN D	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241030 ST JOSEPH'S MEDICAL CENTER	11,488.50	10	10 5.1500000	1,148.85	716.47	1,865.32
319	21-12	Active	Active	41241041 ST JOSEPH'S MEDICAL CENTER	22,977.00	10	10 5.1500000	2,297.70	1,432.95	3,730.65
319	21-12	Active	Active	41241068 ST JOSEPH'S MEDICAL CENTER	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241069 ST JOSEPH'S MEDICAL CENTER	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241074 ST JOSEPH'S MEDICAL CENTER	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241075 ST JOSEPH'S, HOSPITAL OF BRAINERD	7,659.00	10	10 5.1500000	765.90	477.65	1,243.55
319	21-12	Active	Active	41241076 ST JOSEPH'S MEDICAL CENTER	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241077 ST JOSEPH'S MEDICAL CENTER	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241078 ST JOSEPH'S MEDICAL CENTER	9,573.75	10	10 5.1500000	957.38	597.06	1,554.44
319	21-12	Active	Active	41241079 EL-BASHIR, MOHAMMED H	9,573.75	10	10 5.1500000	957.38	597.06	1,554.44
319	21-12	Active	Active	41241080 ARMSTRONG, STEPHEN M & JANET	7,659.00	10	10 5.1500000	765.90	477.65	1,243.55
319	21-12	Active	Active	41241081 MATTHIES FAMILY TRUST AGMT	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241082 HASTINGS, CHRISTOPHER J & JESSACA J	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241088 MATTHIES, TODD K	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241089 DOTTY, MACY R	4,289.04	10	10 5.1500000	428.90	267.48	696.38
319	21-12	Active	Active	41241090 FIRST CONGREGATIONAL CHURCH	6,433.56	10	10 5.1500000	643.36	401.23	1,044.59
319	21-12	Active	Active	41241095 FIRST CONGREGATIONAL CHURCH	11,488.50	10	10 5.1500000	1,148.85	716.47	1,865.32
319	21-12	Active	Active	41241099 EPISCOPAL CHURCH	17,041.28	10	10 5.1500000	1,704.13	1,062.77	2,766.90
319	21-12	Active	Active	41241100 LOCKWOOD, MATTHEW R	4,595.40	10	10 5.1500000	459.54	286.59	746.13
319	21-12	Active	Active	41241101 EVERSON, LYNDIA E	5,744.25	10	10 5.1500000	574.43	358.24	932.67

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District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
319 21-12	Active	Active	41241106 HOLMIN, MICHAEL S	5,361.30	10	10	5.1500000	536.13	334.35	870.48
319 21-12	Active	Active	41241116 ST FRANCIS CATHOLIC CHURCH	10,722.60	10	10	5.1500000	1,072.26	668.71	1,740.97
319 21-12	Active	Active	41241120 ST FRANCIS CATHOLIC CHURCH	10,722.60	10	10	5.1500000	1,072.26	668.71	1,740.97
319 21-12	Active	Active	41241129 ST FRANCIS CHURCH BRAINERD	5,744.25	10	10	5.1500000	574.43	358.24	932.67
319 21-12	Active	Active	41241139 ST FRANCIS CHURCH BRAINERD	1,914.75	10	10	5.1500000	191.48	119.41	310.89
319 21-12	Active	Active	41241140 ST FRANCIS CHURCH BRAINERD	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241141 ST FRANCIS CHURCH BRAINERD	5,744.25	10	10	5.1500000	574.43	358.24	932.67
319 21-12	Active	Active	41241194 KIRSCH, MARIE	3,599.73	10	10	5.1500000	359.97	224.49	584.46
319 21-12	Active	Active	41241195 ST FRANCIS CATHOLIC CHURCH	11,488.50	10	10	5.1500000	1,148.85	716.47	1,865.32
319 21-12	Active	Active	41241204 RED FIVE RENTALS LLC	3,063.60	10	10	5.1500000	306.36	191.06	497.42
319 21-12	Active	Active	41241205 HUNTER, IVY RAE	1,148.85	10	10	5.1500000	114.89	71.65	186.54
319 21-12	Active	Active	41241206 LAKE INVESTMENTS LLC	3,446.55	10	10	5.1500000	344.66	214.94	559.60
319 21-12	Active	Active	41241207 LORIMOR, DIANNA C	5,361.30	10	10	5.1500000	536.13	334.35	870.48
319 21-12	Active	Active	41241218 THOMAS, JOHN G	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241220 NELSON, PATRICIA G	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241221 ERFURTH, JAMES E & APRIL J	6,701.63	10	10	5.1500000	670.16	417.94	1,088.10
319 21-12	Active	Active	41241222 COLLINS, DAVID C & LINDA	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241223 BENSON, MARY L REV TRUST AGR	10,148.18	10	10	5.1500000	1,014.82	632.88	1,647.70
319 21-12	Active	Active	41241224 STATURE INVESTMENTS LLC	5,361.30	10	10	5.1500000	536.13	334.35	870.48
319 21-12	Active	Active	41241235 NORVELL, DAWN L	7,659.00	10	10	5.1500000	765.90	477.65	1,243.55
319 21-12	Active	Active	41241237 HESS, JOE	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241238 MANSELLE, BRANDON J &	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241239 FLOODGATES MINISTRIES	13,403.25	10	10	5.1500000	1,340.33	835.89	2,176.22
319 21-12	Active	Active	41241241 ERICKSON, JOHN & JANET	10,071.59	10	10	5.1500000	1,007.16	628.11	1,635.27
319 21-12	Active	Active	41241242 STOCK, PAMELA S	4,308.19	10	10	5.1500000	430.82	268.68	699.50
319 21-12	Active	Active	41241243 SHAW, CHARLES R & ELIZABETH A	4,786.88	10	10	5.1500000	478.69	298.53	777.22

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District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig Yrs	Rem Yrs	No Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
319	21-12	Active	Active	41241244 SHAW, CHARLES R & ELIZABETH A	1,914.75	10	10 5.1500000	191.48	119.41	310.89
319	21-12	Active	Active	41241246 BRUSSEAU, MICHAEL D & LAUREL	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241247 LORIMOR, DIANNA C	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241262 KNOLL, BRIAN &	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241263 PARK UNITED, METHODIST CHURCH	16,275.38	10	10 5.1500000	1,627.54	1,015.00	2,642.54
319	21-12	Active	Active	41241265 RAGE HOLDINGS LLC	7,659.00	10	10 5.1500000	765.90	477.65	1,243.55
319	21-12	Active	Active	41241279 LUTHJOHN, BRANDON W	5,361.30	10	10 5.1500000	536.13	334.35	870.48
319	21-12	Active	Active	41241280 KNUTSON, CHRISTOPHER & EMMA	3,063.60	10	10 5.1500000	306.36	191.06	497.42
319	21-12	Active	Active	41241281 SIEVERT, NATHAN C & SCHAILIS	4,595.40	10	10 5.1500000	459.54	286.59	746.13
319	21-12	Active	Active	41241302 ST JOSEPH'S MEDICAL CENTER	11,488.50	10	10 5.1500000	1,148.85	716.47	1,865.32
319	21-12	Active	Active	41241303 KUEHN, CARTER T & MARTHA	11,488.50	10	10 5.1500000	1,148.85	716.47	1,865.32
319	21-12	Active	Active	41241304 DAVISON, CAREY LEE	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241305 KNUDSON, THEODORE A	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241326 KORFE-RACE, ROBIN A	6,510.15	10	10 5.1500000	651.02	406.00	1,057.02
319	21-12	Active	Active	41241327 IMGRUND, JOSEPH L	4,978.35	10	10 5.1500000	497.84	310.47	808.31
319	21-12	Active	Active	41241328 ORTON, MARC A & BRITT	11,488.50	10	10 5.1500000	1,148.85	716.47	1,865.32
319	21-12	Active	Active	41241329 CULLINANE, JOHN D & TAMYRA	5,744.25	10	10 5.1500000	574.43	358.24	932.67
319	21-12	Active	Active	41241330 HOWELL, ELI & STACI	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241333 DEVILLIERS, CHANDA	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241382 BOOKU LLC	2,872.13	10	10 5.1500000	287.21	179.12	466.33
319	21-12	Active	Active	41241383 BOOKU LLC	4,212.45	10	10 5.1500000	421.25	262.71	683.96
319	21-12	Active	Active	41241384 BOOKU LLC	1,914.75	10	10 5.1500000	191.48	119.41	310.89
319	21-12	Active	Active	41241386 8-215 CORAL DAVIDSON LLC	9,573.75	10	10 5.1500000	957.38	597.06	1,554.44
319	21-12	Active	Active	41241388 ROBERTS, SHON B & LISA L	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241389 MCQUAID COMPANIES INC	3,829.50	10	10 5.1500000	382.95	238.82	621.77
319	21-12	Active	Active	41241390 BRENNY PROPERTIES OF BRAINERD LLC	3,829.50	10	10 5.1500000	382.95	238.82	621.77

10/11/2023
11:22 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
IMP 319-21-12: NORTH BRAINERD RECONSTRUCTION

Page: 4/4
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF
319-21-12: NORTH BRAINERD RECONSTRUCTION

				319 21-12: NORTH BRAINERD RECONSTRUCTION			2024	2024	2024	
District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig No Yrs	Rem No Yrs	Interest Rate	Principal Installmnt	Interest Installmnt	Total Installmnt
319 21-12	Active	Active	41241392 BRENNY PROPERTIES OF BRAINERD LLC	4,978.35	10	10	5.1500000	497.84	310.47	808.31
319 21-12	Active	Active	41241427 NIEMEYER, CORBY L & SHEILA J	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241428 JAKE BRANDT PROPERTIES LLC	6,127.20	10	10	5.1500000	612.72	382.12	994.84
319 21-12	Active	Active	41241429 GROENWOLD, JOHN	3,829.50	10	10	5.1500000	382.95	238.82	621.77
319 21-12	Active	Active	41241430 VAN EECKHOUT PROPERTIES, LLC	7,659.00	10	10	5.1500000	765.90	477.65	1,243.55
319 21-12	Active	Active	41241435 GMEINDER, ALFRED J & BARBARA K REV	5,744.25	10	10	5.1500000	574.43	358.24	932.67
319 21-12	Active	Active	41241438 GMEINDER, ALFRED J & BARBARA K REV	4,978.35	10	10	5.1500000	497.84	310.47	808.31
District Totals				525,771.24				52,577.26	32,789.31	85,366.57
-----> Totals For 319-0000-36101				525,771.24				52,577.26	32,789.31	85,366.57
Grand Totals				525,771.24				52,577.26	32,789.31	85,366.57

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 16, 2023, to pass upon the proposed assessment for the following improvements:

IMPROVEMENT 21-12 – NORTH BRAINERD RECONSTRUCTION

Street Reconstruction

North 3rd Street from Washington Street to Holly Street
North 6th Street from Washington Street to Juniper Street
North 7th Street from Kingwood Street to Holly Street
Juniper Street from North 2nd Street to North 10th Street

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above-described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost for Improvement 21-12 is \$4,069,601.24 of which \$778,679.87 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is five and fifteen hundredths' percent (5.15%) per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of ten (10) years.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified,

the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 18th day of September 2023

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 20, 2023



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Adopt Resolution Adopting Assessment for Improvement 21-10 Greenwood Street Reconstruction

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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 request is a copy of the Notice of Assessment Hearing, the Proposed Assessment Rolls for Improvement 21-10 - Greenwood Street Reconstruction project, and a resolution in which adopts the assessments. This project was for reconstructing Greenwood Street in coordination with MnDOT's Highway 371B Reconstruction project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: At the public hearing, if there are questions or comments about the proposed assessments, staff will be available to respond. At the conclusion of the hearing, the Council would typically adopt a resolution adopting the assessments. If there are contested assessment amounts, staff would ask that the Council still adopt the assessments to start the 30-day payment clock. Contested assessments would be brought back to the next meeting for discussion, unless the council desires to adopt the contested assessments without further consultation.

RECOMMENDED ACTION/MOTION:

1. Hold a public hearing to hear testimony for or against the proposed assessments.
2. Adopt the attached resolution adopting the assessments as proposed for Improvement 21-10.

FINANCIAL IMPACT: N/A

RESOLUTION
NO. _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the improvements of the following described streets, alleys, and utilities in the City of Brainerd:

IMPROVEMENT 21-12 – NORTH BRAINERD RECONSTRUCTION

Street Reconstruction

North 3rd Street from Washington Street to Holly Street
North 6th Street from Washington Street to Juniper Street
North 7th Street from Kingwood Street to Holly Street
Juniper Street from North 2nd Street to North 10th Street

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

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

2. Such assessment shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January 2024 and shall bear interest at the rate of four and ninety-one hundredths' percent (4.91%) per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2023. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Crow Wing County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and he or she may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid with interest accrued to December 31, of the year in which such payment is made.

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

Adopted this 16th day of October 2023

KELLY BEVANS
President of the Council

Approved this 16th day of October 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

10/11/2023
11:23 AM

CITY OF BRAINERD
ASSESSMENT ROLL FOR CERTIFICATION
IMP 401 21-10 GREENWOOD STREET

Page: 1/1
DB: BRAINERD

THE CITY COUNCIL OF THE CITY OF BRAINERD DOTH HEREBY ASSESS AND LEVY UPON AND AGAINST THE LOTS AND PARCEL OF LAND DESCRIBED BELOW, THE REPSECTIVE SUMS OF MONEY SET OPPOSITE EACH LOT OR PARCEL. THIS ASSESSMENT IS LEVIED TO DEFRAY THE EXPENSE OF 401-21-10: GREENWOOD STREET CONSTRUCTION

District	Parcel Status	District Status	Parcel Number	Remaining Principal	Orig No Yrs	Rem No Yrs	Interest Rate	2024 Principal Installmnt	2024 Interest Installmnt	2024 Total Installmnt
401 21-10	Active	Active	41010612 MINNESOTA TEEN CHALLENGE	18,750.00	10	10	4.9100000	1,875.00	1,114.84	2,989.84
401 21-10	Active	Active	41020691 LIVELY AUTO CO	31,250.00	10	10	4.9100000	3,125.00	1,858.07	4,983.07
District Totals				50,000.00				5,000.00	2,972.91	7,972.91
-----> Totals For 401-0000-36101				50,000.00				5,000.00	2,972.91	7,972.91
Grand Totals				50,000.00				5,000.00	2,972.91	7,972.91

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 16, 2023, to pass upon the proposed assessment for the following improvements:

IMPROVEMENT 21-10 – GREENWOOD STREET RECONSTRUCTION

Street Reconstruction

Greenwood Street from MN TH 371B to Woodland Hills Lane

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above-described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost for Improvement 21-10 is \$104,129.88 of which \$50,000 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is four and ninety-one hundredths' percent (4.91%) per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of ten (10) years.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.
5. The entire hearing will be tape-recorded.
6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 18th day of September 2023

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September 20, 2023



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Final Reading and Public Hearing - 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:

City Council held the first reading of Proposed Ordinance No. 1559 at the October 2nd City Council meeting.

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:

1) Motion to conduct the final reading of Proposed Ordinance No. 1559 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.

3) Approve Proposed Ordinance No. 1559, an ordinance amending Section 515-4-12 and 515-3-28 of the Zoning Code.

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> <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> <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

<u>Zoning Districts</u> <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>	
<u>Use in Zoning Districts</u>	<u>Minimum Parking Space Calculation</u>
<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>	<u>• Studios = one (1) space per dwelling unit</u> <u>• One (1) bedroom = one and a half (1.5) spaces per dwelling unit</u> <u>• Two (2) bedrooms = Two (2) spaces per dwelling unit</u> <u>• 3 bedrooms = Two and a half (2.5) spaces per dwelling unit</u> <u>• *Each additional bedroom in a dwelling unit over three (3) bedrooms = add one half (.5) Space per bedroom per dwelling unit</u>
<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

<u>Zoning Districts</u> <u>Town Center (TC), Main Street (MS)</u>	
<u>Use in Zoning Districts</u>	<u>Minimum Parking Space Calculation</u>
<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.~~

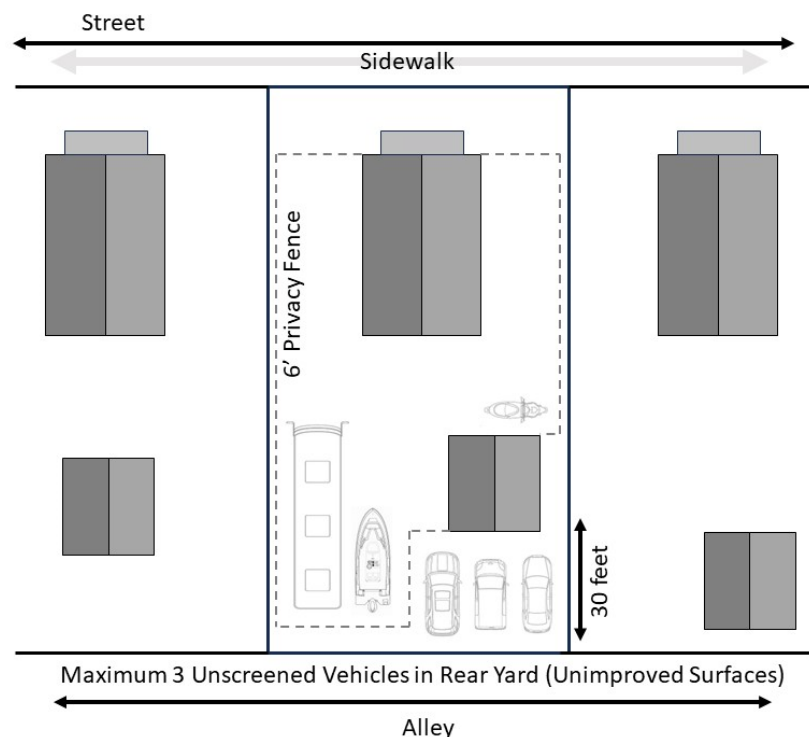
SECTION SIX: Section 515-3-28.B.2.a.vi of the City Code is hereby amended as indicated, with deleted language struck out and new language underlined:

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 City Council 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 City Council at 7:30 p.m. Monday, October 16, 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 2nd day of October 2023

Publication Date: October 4th, 2023



James L. Kramvik
Community Development Director

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 6th day of September 2023

Publication Date: September 9th, 2023



James L. Kramvik
Community Development Director



City Council Agenda Request

MEETING DATE: October 16, 2023

TITLE OF ITEM: Final 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 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. The first reading of the ordinance was conducted by the City Council at their regularly scheduled meeting on October 2, 2023.

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:

1) Motion to conduct the final reading of Proposed Ordinance 1560.

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

2) Approve proposed ordinance 1560, an ordinance amending section 1505.03 of the city code.

FINANCIAL IMPACT:

**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 – _____