



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Tuesday, February 18, 2025 @ 7:30 PM

The public is invited to attend these meetings in person
Attend by phone: 1-844-992-4726

City Council - Meeting Access Code: 2495 731 5754
Personnel and Finance Committee at 7:15 PM, 2nd Floor Conference Room
Safety and Public Works Committee at 6:30 PM, Council Chambers

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

1. **Call To Order**

2. **Roll Call**

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

3. **Pledge of Allegiance**

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

5. **Consent Calendar**

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

A. **Approval of Bills**

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Approve Temporary On-Sale Liquor License Submitted by the Brainerd Sports Boosters for an Event to be held on April 12th, 2025 at 502 Jackson St**

E. **Approve MN Lawful Gambling Applications Submitted by Brainerd Family YMCA for Events to be held on March 20, 21, 22 at 1511 Northern Pacific Rd**

F. **Adopt Resolution for MN Lawful Gambling Premise Permit Submitted by Brainerd Amateur Hockey Association for Premise at Notch 8, 1551 Northern Pacific Rd, Brainerd**

G. **Approve Crow Wing County 2025 Pavement Markings Agreement**

- H. **Approve TH 371B/Willow Roundabout Easements**
- I. **Biennial Body Worn Camera Audit Report**
- 6. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Council -
Time limits may be imposed
- 7. **Council Committee Reports**
 - A. **Personnel & Finance Committee**
 - 1. Discuss Municipal Dispensary Partnership
 - 2. Discussion of the Number of Years of Interest Collection on Deferred Assessments
 - B. **Safety & Public Works Committee**
 - 1. Direction on Active Code Enforcement Cases
 - 2. Approve Request to Reduce Brainerd's Same Day Transit Fare
 - 3. Authorize Solicitation of Request for Qualifications (RFQ) for Transit Software
 - 4. Discuss Construction Procurement Program through Sourcewell
 - 5. Approve WSB Amendment Request - Lowell Safe Routes to School
- 8. **Unfinished Business**
 - A. **Call for Applicants**
Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – 2 terms (Expire 2025) 2 terms (Expire 2026)
Library Board-- 1 term (Expire 2027)
Transportation Advisory Committee- 2 terms (Expire 2026)
Council President Recommended: (terms expire on 12/31 of said year)
Airport Commission - 1 term (2027)
Planning Commission-- 1 term (Expire 2027)
 - B. **Final Reading of Proposed Ordinance 1579 - Amending Sections 1200 and 1500**
- 9. **New Business**
 - A. **Consider Development Agreement with Country Manor Campus Brainerd LLC and Cost Share Agreement with Crow Wing County**
 - B. **Adopt Resolution Calling a Public Hearing on Issuing Conduit Debt**

- C. **Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 17-12 - Wright/10th Reconstruction Project**
- D. **Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 21-13 - Beech/Oakridge Reconstruction Project**
- E. **Adopt Resolution - Approve Plans and Authorize Bidding - Improvement 23-16 - South Brainerd Resurfacing Project**
- F. **Adopt Resolution - Order Feasibility Report - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project**
- G. **Discuss Orderly Annexation of Riverside Drive**
- H. **Discuss Proposed Land Transfer of Tax Forfeited Property**
- I. **Discuss Special Assessment Policy**
- 10. **Staff Reports**
(Verbal: Any Updates since Packet)
- 11. **Mayor's Report**
- 12. **Council Member Reports**
- 13. **Adjourn**
 - A. **Adjourn to Closed Session Pursuant to MN Statute 13D.05 subd. 3(c) 3 to Discuss Counteroffer for Temporary and Permanent Easement**
- 14. **Council Communications**
 - A. **Initiative Foundation Letter**
 - B. **Franchise Fees Public Open House**

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"

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 01/01/2025 - 01/31/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2969 - ARTSPACE BRAINERD LIMITED PARTNERSH:							
1/31/25							
86754	ARTSPACE BRAINERD LIMITED PARTNERSH	01/31/2025	01/31/2025	4,813.41	0.00	Paid	Y
	REMITTANCE OF TIF PYMNT DUE 2/1/25	pziemer					01/31/2025
	277-6517-46602	REPAYMENT - LOAN		4,813.41			
	Total for vendor 2969 - ARTSPACE BRAINERD LIMITED PARTNERSH:			4,813.41	0.00		
Vendor 2740 - AT&T MOBILITY:							
X01032025/FD							
86331	AT&T MOBILITY	12/25/2024	01/10/2025	344.07	0.00	Paid	Y
	ACCT 287312856222 FIRE DEPT PHONES 11	pziemer					12/31/2024
	225-2220-43321	TELEPHONE		344.07			
X01032025/PD							
86377	AT&T MOBILITY	12/25/2024	01/10/2025	2,094.88	0.00	Paid	Y
	ACCT 287287520356 PD PHONES/COMP. SU	pziemer					12/31/2024
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		726.37			
	225-2120-43321	TELEPHONE		1,368.51			
X01032025/ADM							
86384	AT&T MOBILITY	12/25/2024	01/10/2025	99.84	0.00	Paid	Y
	ACCT 287292136423 ADMIN DEPT PHONES 1	pziemer					12/31/2024
	101-1400-43321	TELEPHONE		99.84			
X01032025/CDD							
86385	AT&T MOBILITY	12/25/2024	01/10/2025	149.76	0.00	Paid	Y
	ACCT 287292136423 CDD PHONES 11/26-1	pziemer					12/31/2024
	101-2400-43321	TELEPHONE		149.76			
X01032025/ENG							
86386	AT&T MOBILITY	12/25/2024	01/10/2025	359.25	0.00	Paid	Y
	ACCT 287292136423 ENG DEPT PHONES 11	pziemer					12/31/2024
	101-1700-43321	TELEPHONE		276.14			
	238-3160-43321	TELEPHONE		83.11			
X01032025/HR							
86387	AT&T MOBILITY	12/25/2024	01/10/2025	49.92	0.00	Paid	Y
	ACCT 287292136423 HR DEPT PHONES 11	pziemer					12/31/2024
	101-1400-43321	TELEPHONE		49.92			
X01032025/IT							
86388	AT&T MOBILITY	12/25/2024	01/10/2025	129.84	0.00	Paid	Y
	IT DEPT PHONES 11/26-12/25/24 ACCT 2	pziemer					12/31/2024
	101-1800-43321	TELEPHONE		129.84			
X01032025/PKS							
86389	AT&T MOBILITY	12/25/2024	01/10/2025	187.61	0.00	Paid	Y
	ACCT 287292136423 PARKS DEPT PHONES	pziemer					12/31/2024
	230-5200-43321	TELEPHONE		167.61			

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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
	230-5204-42210	OPERATING SUPPLIES		20.00			
X01032025/STRTS							
86390	AT&T MOBILITY	12/25/2024	01/10/2025	209.49	0.00	Paid	Y 12/31/2024
	ACCT 287292136423 STREET DEPT PHONES pziemer						
	235-3100-43321	TELEPHONE		88.15			
	237-3190-43321	TELEPHONE		121.34			
X01032025/TRANSIT							
86391	AT&T MOBILITY	12/25/2024	01/10/2025	49.92	0.00	Paid	Y 12/31/2024
	ACCT 287292136423 TRANSIT PHONE 11/26 pziemer						
	203-9000-43321	TELEPHONE		49.92			
	Total for vendor 2740 - AT&T MOBILITY:			3,674.58	0.00		
Vendor 1343 - CHARTER COMMUNICATIONS:							
138389901010725							
86521	CHARTER COMMUNICATIONS	01/07/2025	01/17/2025	119.98	0.00	Paid	Y 01/17/2025
	REDUNDANT INTERNET 1/12/25-2/11/25 pziemer						
	101-1800-43321	TELEPHONE		119.98			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			119.98	0.00		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21521345/AIR							
86511	CONSOLIDATED TELEPHONE CO	01/12/2025	01/17/2025	141.63	0.00	Paid	Y 01/17/2025
	1/12/25-2/11/25 AIRPORT SPECIAL CIRCP pziemer						
	260-9020-43321	TELEPHONE		141.63			
21521345/IT							
86512	CONSOLIDATED TELEPHONE CO	01/12/2025	01/17/2025	464.75	0.00	Paid	Y 01/17/2025
	1/12/25-2/11/25 IT DEPT PHONES/INTERP pziemer						
	101-1800-43321	TELEPHONE		464.75			
21521345/PKS							
86513	CONSOLIDATED TELEPHONE CO	01/12/2025	01/17/2025	245.81	0.00	Paid	Y 01/17/2025
	1/12/25-2/11/25 PARKS DEPT PHONES/INTP pziemer						
	230-5200-43321	TELEPHONE		245.81			
21521345/CH							
86514	CONSOLIDATED TELEPHONE CO	01/12/2025	01/17/2025	54.46	0.00	Paid	Y 01/17/2025
	1/12/25-2/11/25 CITY HALL PHONES/INTFP pziemer						
	101-1940-43321	TELEPHONE		54.46			
21521345/FD							
86515	CONSOLIDATED TELEPHONE CO	01/12/2025	01/17/2025	100.00	0.00	Paid	Y 01/17/2025
	1/12/25-2/11/25 FIRE DEPT PHONES/INTFP pziemer						
	225-2220-43321	TELEPHONE		100.00			

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21521345/PD 86516	CONSOLIDATED TELEPHONE CO 1/12/25-2/11/25 POLICE DEPT PHONES/Inpziemer 225-2120-43321 TELEPHONE 225-2120-43309 COMPUTER TECHNICAL SUPPORT	01/12/2025	01/17/2025	145.48 95.48 50.00	0.00	Paid	Y 01/17/2025
21521345/STRTS 86517	CONSOLIDATED TELEPHONE CO 1/12/25-2/11/25 STREET DEPT INTERNET pziemer 235-3100-43321 TELEPHONE	01/12/2025	01/17/2025	95.81 95.81	0.00	Paid	Y 01/17/2025
21507505 86544	CONSOLIDATED TELEPHONE CO PHONE SERVICE AND RENTAL 1/12-2/11 pziemer 260-9020-43321 TELEPHONE	01/12/2025	01/17/2025	560.27 560.27	0.00	Paid	Y 01/17/2025
Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:				1,808.21	0.00		
Vendor 1753 - MARCO - NW 7128:							
INV13415204 86563	MARCO - NW 7128 CISCO UMBRELLA QTY 80: 1/14/25-1/14/2 pziemer 101-1800-43309 COMPUTER SUPPORT 260-9020-43309 COMPUTER SUPPORT	01/17/2025	01/24/2025	2,138.40 1,951.29 187.11	0.00	Paid	Y 01/24/2025
INV13412865 86564	MARCO - NW 7128 UNIFY IT 1/19/25-2/18/25 pziemer 101-1800-43309 COMPUTER SUPPORT 260-9020-43309 COMPUTER SUPPORT	01/17/2025	01/24/2025	1,315.82 1,200.68 115.14	0.00	Paid	Y 01/24/2025
Total for vendor 1753 - MARCO - NW 7128:				3,454.22	0.00		
Vendor 0260 - MN BUREAU OF CRIM APPREHENSION:							
1/3/25 86337	MN BUREAU OF CRIM APPREHENSION QTY 2 BACKGROUND CHECKS - RINK ATTENIpziemer 230-5204-42210 OPERATING SUPPLIES	01/03/2025	01/06/2025	30.00 30.00	0.00	Paid	Y 01/06/2025
Total for vendor 0260 - MN BUREAU OF CRIM APPREHENSION:				30.00	0.00		
Vendor 2972 - PENTEX MANAGEMENT:							
1/31/25 86756	PENTEX MANAGEMENT REMITTANCE OF TIF PAYMENT DUE 2/1/25 pziemer 283-6506-46602 REPAYMENT-LOAN	01/31/2025	01/31/2025	35.19 35.19	0.00	Paid	Y 01/31/2025
Total for vendor 2972 - PENTEX MANAGEMENT:				35.19	0.00		

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Vendor 3576 - SUSO 2 BRAINERD LP:							
1/31/25							
86755	SUSO 2 BRAINERD LP	01/31/2025	01/31/2025	73,080.88	0.00	Paid	Y 01/31/2025
	REMITTANCE OF TIF PAYMENT DUE 2/1/25 pziemer						
	293-6512-46602	REPAYMENT - LOAN		73,080.88			
	Total for vendor 3576 - SUSO 2 BRAINERD LP:			73,080.88	0.00		
Vendor 1600 - TIMBERLAND TOWNHOMES OF BRD LP:							
1/31/25							
86757	TIMBERLAND TOWNHOMES OF BRD LP	01/31/2025	01/31/2025	7,192.11	0.00	Paid	Y 01/31/2025
	REMITTANCE OF TIF PAYMENT DUE 2/1/25 pziemer						
	292-6503-46602	REPAYMENT - LOAN		7,192.11			
	Total for vendor 1600 - TIMBERLAND TOWNHOMES OF BRD LP:			7,192.11	0.00		
Vendor 2659 - U.S. BANK CORP - ACH:							
2762697							
86753	U.S. BANK CORP - ACH	01/31/2025	01/31/2025	2,008,526.25	0.00	Paid	Y 01/31/2025
	MN GO BONDS 2015A, 2015B, 2023A, 2023B pziemer						
	315-7940-46601	PRINCIPAL PYMTS		80,000.00			
	315-7940-46611	INTEREST PAYMENTS		900.00			
	101-0000-14100	DUE FROM COMPONENT UNIT		187,081.25			
	320-7100-46601	PRINCIPAL PYMTS		20,000.00			
	320-7100-46611	INTEREST PAYMENTS		550.00			
	306-7500-46601	PRINCIPAL PYMTS		165,000.00			
	306-7500-46611	INTEREST PAYMENTS		53,875.00			
	101-0000-14100	DUE FROM COMPONENT UNIT		179,937.50			
	307-7600-46601	PRINCIPAL PYMTS		120,000.00			
	307-7600-46611	INTEREST PAYMENTS		9,800.00			
	303-7200-46601	PRINCIPAL PYMTS		80,000.00			
	303-7200-46611	INTEREST PAYMENTS		10,400.00			
	310-7850-46601	PRINCIPAL PYMTS		110,000.00			
	310-7850-46611	INTEREST PAYMENTS		8,000.00			
	237-0000-23185	REVENUE NOTES PAYABLE		60,000.00			
	237-3190-46611	INTEREST PAYMENTS		3,675.00			
	302-7700-46601	PRINCIPAL PYMTS		80,000.00			
	302-7700-46611	INTEREST PAYMENTS		5,025.00			
	101-0000-14100	DUE FROM COMPONENT UNIT		308,150.00			
	305-7610-46601	PRINCIPAL PYMTS		150,000.00			
	305-7610-46611	INTEREST PAYMENTS		28,922.50			
	101-0000-14100	DUE FROM COMPONENT UNIT		347,210.00			
	Total for vendor 2659 - U.S. BANK CORP - ACH:			2,008,526.25	0.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
# of Invoices:	27	# Due:	0	Totals:	2,102,734.83	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					2,102,734.83	0.00	

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	1,022,378.75
101-1400-43321	TELEPHONE	149.76
101-1700-43321	TELEPHONE	276.14
101-1800-43309	COMPUTER SUPPORT	3,151.97
101-1800-43321	TELEPHONE	714.57
101-1940-43321	TELEPHONE	54.46
101-2400-43321	TELEPHONE	149.76
203-9000-43321	TELEPHONE	49.92
225-2120-43309	COMPUTER TECHNICAL SUPPORT	776.37
225-2120-43321	TELEPHONE	1,463.99
225-2220-43321	TELEPHONE	444.07
230-5200-43321	TELEPHONE	413.42
230-5204-42210	OPERATING SUPPLIES	50.00
235-3100-43321	TELEPHONE	183.96
237-0000-23185	REVENUE NOTES PAYABLE	60,000.00
237-3190-43321	TELEPHONE	121.34
237-3190-46611	INTEREST PAYMENTS	3,675.00
238-3160-43321	TELEPHONE	83.11
260-9020-43309	COMPUTER SUPPORT	302.25
260-9020-43321	TELEPHONE	701.90
277-6517-46602	REPAYMENT - LOAN	4,813.41
283-6506-46602	REPAYMENT-LOAN	35.19
292-6503-46602	REPAYMENT - LOAN	7,192.11
293-6512-46602	REPAYMENT - LOAN	73,080.88
302-7700-46601	PRINCIPAL PYMTS	80,000.00
302-7700-46611	INTEREST PAYMENTS	5,025.00
303-7200-46601	PRINCIPAL PYMTS	80,000.00
303-7200-46611	INTEREST PAYMENTS	10,400.00
305-7610-46601	PRINCIPAL PYMTS	150,000.00
305-7610-46611	INTEREST PAYMENTS	28,922.50
306-7500-46601	PRINCIPAL PYMTS	165,000.00
306-7500-46611	INTEREST PAYMENTS	53,875.00
307-7600-46601	PRINCIPAL PYMTS	120,000.00
307-7600-46611	INTEREST PAYMENTS	9,800.00
310-7850-46601	PRINCIPAL PYMTS	110,000.00
310-7850-46611	INTEREST PAYMENTS	8,000.00
315-7940-46601	PRINCIPAL PYMTS	80,000.00
315-7940-46611	INTEREST PAYMENTS	900.00
320-7100-46601	PRINCIPAL PYMTS	20,000.00
320-7100-46611	INTEREST PAYMENTS	550.00

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--- TOTALS BY FUND ---							
	101 - GENERAL FUND			1,026,875.41	0.00		
	203 - TRANSIT FUND			49.92	0.00		
	225 - PUBLIC SAFETY FUND			2,684.43	0.00		
	230 - PARK & RECREATION FUND			463.42	0.00		
	235 - STREET & SEWER FUND			183.96	0.00		
	237 - SANITARY SEWER FUND			63,796.34	0.00		
	238 - STORM SEWER FUND			83.11	0.00		
	260 - AIRPORT FUND			1,004.15	0.00		
	277 - ARTSPACE TIF FUND			4,813.41	0.00		
	283 - TACO JOHN'S TIF FUND			35.19	0.00		
	292 - TIMBERLAND TWNHMS TIF			7,192.11	0.00		
	293 - BRAINERD MALL TIF FUND			73,080.88	0.00		
	302 - SINKING 302 18A GO			85,025.00	0.00		
	303 - 2020A TAX ABATEMENT BONDS			90,400.00	0.00		
	305 - 2021A DEBT SERVICE FUND			178,922.50	0.00		
	306 - 2023A DEBT SERVICE FUND			218,875.00	0.00		
	307 - 2020A GO IMPR BONDS			129,800.00	0.00		
	310 - SINKING EQUP CERTIFICATES			118,000.00	0.00		
	315 - SINKING 315 15A GO FUND			80,900.00	0.00		
	320 - SINKING 320 2015B GO			20,550.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			1,082,378.75	0.00		
	1400 - ADMINISTRATION			149.76	0.00		
	1700 - ENGINEERING			276.14	0.00		
	1800 - IT/GIS			3,866.54	0.00		
	1940 - CITY HALL			54.46	0.00		
	2120 - POLICE DEPARTMENT			2,240.36	0.00		
	2220 - FIRE DEPARTMENT			444.07	0.00		
	2400 - COMMUNITY DEVL/INSPECTION			149.76	0.00		
	3100 - S & S MAINTENANCE			183.96	0.00		
	3160 - STORM SEWER EXPENSE			83.11	0.00		
	3190 - SANITARY SEWER EXPENSE			3,796.34	0.00		
	5200 - PARK MAIN/ADMINISTRATION			413.42	0.00		
	5204 - CONCESSIONS			50.00	0.00		
	6503 - TIMBERLAND TWNHMS TIF			7,192.11	0.00		
	6506 - TACO JOHN'S TIF			35.19	0.00		
	6512 - BRAINERD MALL TIF			73,080.88	0.00		
	6517 - ARTSPACE TIF FUND			4,813.41	0.00		
	7100 - 2024A DEBT SERVICE			20,550.00	0.00		
	7200 - SINKING 04A GO			90,400.00	0.00		
	7500 - 2023A IMP BONDS			218,875.00	0.00		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY DEPT/ACTIVITY ---							
	7600 - 2020A GO IMPR BONDS			129,800.00	0.00		
	7610 - 2021A GO IMPR BONDS			178,922.50	0.00		
	7700 - SINKING 302 GO 18A			85,025.00	0.00		
	7850 - SINKING EQUIP CERTIFICATE			118,000.00	0.00		
	7940 - SINKING 15A GO FUND			80,900.00	0.00		
	9000 - TRANSIT FUND			49.92	0.00		
	9020 - AIRPORT M & O			1,004.15	0.00		

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Vendor 0011 - ACE HARDWARE:							
330194/1 86798	ACE HARDWARE CHAINSAW CHAIN	01/31/2025 pziemer	02/19/2025	86.97	86.97	Open	N 02/19/2025
235-3100-42220	REPAIR & MAINT			86.97			
330234/1 86813	ACE HARDWARE POWERSTRIPS	02/03/2025 pziemer	02/19/2025	59.37	59.37	Open	N 02/19/2025
101-1800-43309	COMPUTER SUPPORT			59.37			
330324/1 86826	ACE HARDWARE AIR FRESHENER	02/06/2025 pziemer	02/19/2025	31.45	31.45	Open	N 02/19/2025
225-2120-42220	REPAIR & MAINT			31.45			
Total for vendor 0011 - ACE HARDWARE:				177.79	177.79		
Vendor 4351 - ADVANTAGE HOME PROS:							
81555062 86868	ADVANTAGE HOME PROS	02/09/2025 pziemer	02/19/2025	8,798.00	8,798.00	Open	N 02/19/2025
235-3125-43402	2/9/25 DOWNTOWN SNOW BASE - 4 INCHES DOWNTOWN SNOW REMOVAL			8,798.00			
Total for vendor 4351 - ADVANTAGE HOME PROS:				8,798.00	8,798.00		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
10638950 86815	AMERICAN WELDING-GAS INC	01/31/2025 pziemer	02/19/2025	84.85	84.85	Open	N 02/19/2025
235-3100-43410	WELDING GAS CYLINDER RENTAL RENTAL EXPENSE			84.85			
Total for vendor 2846 - AMERICAN WELDING-GAS INC:				84.85	84.85		
Vendor 3500 - BRAINERD DISPATCH:							
178183917/2025 86822	BRAINERD DISPATCH	02/07/2025 pziemer	02/19/2025	291.49	291.49	Open	N 02/19/2025
101-1940-43430	CITY HALL SUBSCRIPTION RENEWAL MISCELLANEOUS			291.49			
Total for vendor 3500 - BRAINERD DISPATCH:				291.49	291.49		
Vendor 0110 - BRAINERD LAKES AREA CHAMBERS OF COM:							
60189 86918	BRAINERD LAKES AREA CHAMBERS OF COM	01/15/2025 pziemer	02/19/2025	295.00	295.00	Open	N 02/19/2025
245-1310-43430	2025 SERVICES RENDERED MISCELLANEOUS			295.00			
Total for vendor 0110 - BRAINERD LAKES AREA CHAMBERS OF COM:				295.00	295.00		

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Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
2/2025 BAXTER 86785	BRAINERD PUBLIC UTILITIES	02/05/2025	02/19/2025	241,824.61	241,824.61	Open	N
	REMIT SALES TAX REVENUE SHARING	pziemer					02/19/2025
237-0000-20850	DUE TO COMPONENT UNIT			241,824.61			
1/27/25 86796	BRAINERD PUBLIC UTILITIES	01/27/2025	02/19/2025	728.60	728.60	Open	N
	REMIT JAN 2025 SPECIALS ASSESSMENTS	pziemer					02/19/2025
101-0000-20850	DUE TO COMPONENT UNIT			728.60			
2/13/25 86902	BRAINERD PUBLIC UTILITIES	02/10/2025	02/19/2025	131,899.59	131,899.59	Open	N
	REMIT LOST THRU 2/10/25	pziemer					02/19/2025
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			131,899.59			
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				374,452.80	374,452.80		
Vendor 3598 - BS&A SOFTWARE:							
158306 86820	BS&A SOFTWARE	02/01/2025	02/19/2025	24,661.00	24,661.00	Open	N
	BSA SOFTWARE 2/1/25-2/1/26	pziemer					02/19/2025
101-1800-43309	COMPUTER SUPPORT			210.00			
101-1800-43309	COMPUTER SUPPORT			22,413.42			
101-0000-15500	PREPAID EXPENSE			2,037.58			
Total for vendor 3598 - BS&A SOFTWARE:				24,661.00	24,661.00		
Vendor 4209 - CALLTOWER:							
202388247 86818	CALLTOWER	02/01/2025	02/19/2025	346.61	346.61	Open	N
	CALLTOWER 2/1/25-2/28/25	pziemer					02/19/2025
101-1800-43321	TELEPHONE			346.61			
Total for vendor 4209 - CALLTOWER:				346.61	346.61		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/JAN25/CH 86832	CENTERPOINT ENERGY	01/14/2025	02/19/2025	2,016.34	2,016.34	Open	N
	12/14/24-1/14/25 CITY HALL/ANNEX UTIL	pziemer					02/19/2025
101-1940-43380	UTILITIES			1,299.13			
101-1940-43380	UTILITIES			717.21			
92166-0/JAN25/STRTS 86833	CENTERPOINT ENERGY	01/14/2025	02/19/2025	1,346.34	1,346.34	Open	N
	12/14/24-1/14/25 PW - STRTS PORTION	pziemer					02/19/2025
235-3100-43380	UTILITIES			1,346.34			

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution GRANT						
92166-0/JAN25/PKS							
86834	CENTERPOINT ENERGY	01/14/2025	02/19/2025	1,346.34	1,346.34	Open	N
	12/14/24-1/14/25 PW- PARKS PORTION	pziemer					02/19/2025
	230-5200-43380 UTILITIES			1,346.34			
92166-0/JAN25/PD							
86835	CENTERPOINT ENERGY	01/14/2025	02/19/2025	670.49	670.49	Open	N
	12/14/24-1/14/25 POLICE DEPT UTILITIES	pziemer					02/19/2025
	225-2120-43380 UTILITIES			670.49			
92166-0/JAN25/LIB							
86836	CENTERPOINT ENERGY	01/14/2025	02/19/2025	1,967.65	1,967.65	Open	N
	12/14/24-1/14/25 LIBRARY UTILITIES	pziemer					02/19/2025
	211-5500-43380 UTILITIES			1,967.65			
92166-0/JAN25/FD							
86838	CENTERPOINT ENERGY	01/14/2025	02/19/2025	1,253.08	1,253.08	Open	N
	12/14/24-1/14/25 FIRE DEPT UTILITIES	pziemer					02/19/2025
	225-2220-43380 UTILITIES			774.85			
	225-2220-43380 UTILITIES			478.23			
	Total for vendor 0307 - CENTERPOINT ENERGY:			8,600.24	8,600.24		
Vendor 1333 - CHAMBERLAIN OIL COMPANY:							
500461-00							
86906	CHAMBERLAIN OIL COMPANY	02/12/2025	02/19/2025	345.40	345.40	Open	N
	DIESEL EXHAUST FLUID	pziemer					02/19/2025
	235-3125-42220 REPAIR & MAINT			345.40			
	Total for vendor 1333 - CHAMBERLAIN OIL COMPANY:			345.40	345.40		
Vendor 1343 - CHARTER COMMUNICATIONS:							
138389901020725							
86908	CHARTER COMMUNICATIONS	02/07/2025	02/19/2025	119.98	119.98	Open	N
	REDUNDANT INTERNET	pziemer					02/19/2025
	101-1800-43321 TELEPHONE			119.98			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			119.98	119.98		
Vendor 4269 - COLUMN SOFTWARE:							
425BB603-0087							
86792	COLUMN SOFTWARE	01/21/2025	02/19/2025	92.84	92.84	Open	N
	NOH: IMP 21-13 BEECH ST RESURFACING	pziemer					02/19/2025
	401-9030-43350-21:13 LEGAL PUBLICATIONS			92.84			
425BB603-0088							
86793	COLUMN SOFTWARE	01/21/2025	02/19/2025	90.42	90.42	Open	N
	NOH: IMP 17-12 WRIGHT ST RESURFACING	pziemer					02/19/2025
	401-1712-43430 MISCELLANEOUS			90.42			

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425BB603-0091 86896	COLUMN SOFTWARE ORD 1580 - GARBAGE HAULERS SURETY BOND 101-9200-43350	02/04/2025 pziemer	02/19/2025	135.02 135.02	135.02	Open	N 02/19/2025
425BB603-0092 86897	COLUMN SOFTWARE NOH: CUP-VARIANCE 324 5TH ST S 101-2400-43350	02/08/2025 pziemer	02/19/2025	66.42 66.42	66.42	Open	N 02/19/2025
425BB603-0093 86898	COLUMN SOFTWARE NOH: REZONE 310 W LAUREL 101-2400-43350	02/05/2025 pziemer	02/19/2025	54.66 54.66	54.66	Open	N 02/19/2025
425BB603-0094 86899	COLUMN SOFTWARE NOH: CIC PLAT - DELLWOOD 101-2400-43350	02/05/2025 pziemer	02/19/2025	58.18 58.18	58.18	Open	N 02/19/2025
425BB603-0095 86900	COLUMN SOFTWARE NOH: ST. FRANCIS PLAT CONSOLIDATION 101-2400-43350	02/05/2025 pziemer	02/19/2025	84.11 84.11	84.11	Open	N 02/19/2025
425BB603-0096 86901	COLUMN SOFTWARE NOH: IMP 17-12 WRIGHT ST RESURFACING 401-1712-43430	02/07/2025 pziemer	02/19/2025	45.21 45.21	45.21	Open	N 02/19/2025
Total for vendor 4269 - COLUMN SOFTWARE:				626.86	626.86		

Vendor 0122 - COMMUNITY ACTION:

FEB 2025

86891	COMMUNITY ACTION FEB 25 LEVY PAYMENT 101-9200-43460	02/12/2025 pziemer	02/19/2025	8,698.73 8,698.73	8,698.73	Open	N 02/19/2025
Total for vendor 0122 - COMMUNITY ACTION:				8,698.73	8,698.73		

Vendor 0125 - CONSOLIDATED TELEPHONE CO:

21533560/AIRPORT

86911	CONSOLIDATED TELEPHONE CO 2/12/25-3/11/25 AIRPORT SPECIAL CIRC 260-9020-43321	02/12/2025 pziemer	02/19/2025	141.63 141.63	141.63	Open	N 02/19/2025
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21533560/IT

86912	CONSOLIDATED TELEPHONE CO 2/12/25-3/11/25 IT PHONE/INTERNET 101-1800-43321	02/12/2025 pziemer	02/19/2025	464.75 464.75	464.75	Open	N 02/19/2025
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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
21533560/PARKS							
86913	CONSOLIDATED TELEPHONE CO	02/12/2025	02/19/2025	245.81	245.81	Open	N
	2/12/25-3/11/25 PARKS PHONE/INTERNET	pziemer					02/19/2025
	230-5200-43321 TELEPHONE			245.81			
21533560/CH							
86914	CONSOLIDATED TELEPHONE CO	02/12/2025	02/19/2025	54.52	54.52	Open	N
	2/12/25-3/11/25 CITY HALL PHONES/INT	pziemer					02/19/2025
	101-1940-43321 TELEPHONE			54.52			
21533560/FD							
86915	CONSOLIDATED TELEPHONE CO	02/12/2025	02/19/2025	100.00	100.00	Open	N
	2/12/25-3/11/25 FIRE DEPT INTERNET	pziemer					02/19/2025
	225-2220-43321 TELEPHONE			100.00			
21533560/PD							
86916	CONSOLIDATED TELEPHONE CO	02/12/2025	02/19/2025	145.44	145.44	Open	N
	2/12/25-3/11/25 POLICE DEPT PHONE/INT	pziemer					02/19/2025
	225-2120-43321 TELEPHONE			95.44			
	225-2120-43309 COMPUTER TECHNICAL SUPPORT			50.00			
21533560/STRTS							
86917	CONSOLIDATED TELEPHONE CO	02/12/2025	02/19/2025	95.81	95.81	Open	N
	2/12/25-3/11/25 STREET DEPT PHONES/INT	pziemer					02/19/2025
	235-3100-43321 TELEPHONE			95.81			
Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:				1,247.96	1,247.96		

Vendor 2226 - CORE PROFESSIONAL SERVICES:

2002							
86788	CORE PROFESSIONAL SERVICES	01/27/2025	02/19/2025	300.00	300.00	Open	N
	NEW HIRE EVAL - POC	pziemer					12/31/2024
	225-2220-43300 PROFESSIONAL SERVICES			300.00			
2003							
86789	CORE PROFESSIONAL SERVICES	01/27/2025	02/19/2025	300.00	300.00	Open	N
	NEW HIRE EVAL - POC	pziemer					12/31/2024
	225-2220-43300 PROFESSIONAL SERVICES			300.00			
2004							
86790	CORE PROFESSIONAL SERVICES	01/27/2025	02/19/2025	300.00	300.00	Open	N
	NEW HIRE EVAL - POC	pziemer					12/31/2024
	225-2220-43300 PROFESSIONAL SERVICES			300.00			
2012							
86791	CORE PROFESSIONAL SERVICES	01/28/2025	02/19/2025	300.00	300.00	Open	N
	NEW HIRE EVAL - POC	pziemer					02/19/2025
	225-2220-43300 PROFESSIONAL SERVICES			300.00			
Total for vendor 2226 - CORE PROFESSIONAL SERVICES:				1,200.00	1,200.00		

Vendor 4258 - CREDIT BUREAU OF ALEXANDRIA:

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
JANUARY 2025							
86888	CREDIT BUREAU OF ALEXANDRIA	02/07/2025	02/19/2025	76.00	76.00	Open	N
	QTY 2 BACKGROUND	pziemer					02/19/2025
101-0000-14100	DUE FROM COMPONENT UNIT			38.00			
203-9000-43300	PROFESSIONAL SERVICES			38.00			
	Total for vendor 4258 - CREDIT BUREAU OF ALEXANDRIA:			76.00	76.00		
Vendor 0491 - CUYUNA RANGE FIRE CHIEFS ASSN:							
2025 DUES							
86870	CUYUNA RANGE FIRE CHIEFS ASSN	02/01/2025	02/19/2025	150.00	150.00	Open	N
	2025 MEMBERSHIP DUES - FD	pziemer					02/19/2025
225-2220-43433	DUES & SUBSCRIPTIONS			150.00			
	Total for vendor 0491 - CUYUNA RANGE FIRE CHIEFS ASSN:			150.00	150.00		
Vendor 0135 - CWC TREASURER:							
7895							
86799	CWC TREASURER	02/01/2025	02/19/2025	7,975.00	7,975.00	Open	N
	FEB 25 SHARED SVCS - CITY HALL	pziemer					02/19/2025
101-9200-43300	PROFESSIONAL SERVICES			7,975.00			
7895/LIB							
86800	CWC TREASURER	02/01/2025	02/19/2025	675.00	675.00	Open	N
	FEB 25 SHARED SVCS - LIB	pziemer					02/19/2025
211-5500-43300	PROFESSIONAL SERVICES			675.00			
7899							
86837	CWC TREASURER	02/03/2025	02/19/2025	100.00	100.00	Open	N
	2024 AUDIT CONFIRMATION	pziemer					02/19/2025
101-9200-43430	MISCELLANEOUS			100.00			
	Total for vendor 0135 - CWC TREASURER:			8,750.00	8,750.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2396230							
86890	DAHLHEIMER BEVERAGE	02/12/2025	02/19/2025	77.30	77.30	Open	N
	JANITORIAL SUPPLIES	pziemer					02/19/2025
211-5500-42220	REPAIR & MAINT			77.30			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			77.30	77.30		
Vendor 4155 - DEHN, JESSIE:							
1/31/25							
86817	DEHN, JESSIE	01/31/2025	02/19/2025	372.27	372.27	Open	N
	REIMBURSEMENT - MEALS/MILEAGE/HOTEL	pziemer					02/19/2025
101-1700-43330	PROFESSIONAL DEVELOPMENT			372.27			
	Total for vendor 4155 - DEHN, JESSIE:			372.27	372.27		

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GL Distribution GRANT							
Vendor 4363 - DERUYCK CONSTRUCTION:							
02022025							
86831	DERUYCK CONSTRUCTION	02/03/2025	02/19/2025	10,779.89	10,779.89	Open	N
	SCDP 1212 BEECH ST. FINAL	pziemer					02/19/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			10,779.89			
	Total for vendor 4363 - DERUYCK CONSTRUCTION:			10,779.89	10,779.89		
Vendor 3582 - DESETH, DARRIN:							
1/23/25							
86816	DESETH, DARRIN	02/03/2025	02/19/2025	199.66	199.66	Open	N
	REIMBURSEMENT - MILEAGE/MEALS CONT.	pziemer					02/19/2025
101-2400-43330	PROFESSIONAL DEVELOPMENT			199.66			
	Total for vendor 3582 - DESETH, DARRIN:			199.66	199.66		
Vendor 0921 - DONDELINGER'S:							
162860							
86783	DONDELINGER'S	12/27/2024	02/19/2025	16.75	16.75	Open	N
	412 OIL CAP	pziemer					12/31/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.75			
	Total for vendor 0921 - DONDELINGER'S:			16.75	16.75		
Vendor 4375 - DSC COMMUNICATIONS:							
2501058							
86828	DSC COMMUNICATIONS	01/29/2025	02/19/2025	55.00	55.00	Open	N
	PROGRAM/LOAD KEYS NEW RADIO	pziemer					02/19/2025
404-9055-45580	CAPITAL - RADIOS & PAGERS			55.00			
	Total for vendor 4375 - DSC COMMUNICATIONS:			55.00	55.00		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN5251687/CDD							
86860	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	890.66	890.66	Open	N
	FEB 25 COM DEV VEHICLE LEASES	pziemer					02/19/2025
101-2400-43331	LEASE EXPENSE			890.66			
FBN5251687/ENG							
86861	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	2,559.21	2,559.21	Open	N
	FEB 25 ENG DEPT VEHICLE LEASES	pziemer					02/19/2025
101-1700-43331	LEASE PAYMENTS			1,703.92			
238-3160-43331	LEASE PAYMENTS			427.65			
237-0000-14100	DUE FROM COMPONENT UNIT			427.64			
FBN5251687/FD							
86862	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	2,203.36	2,203.36	Open	N
	FEB 25 FIRE DEPT VEHICLE LEASES	pziemer					02/19/2025
225-2220-43331	LEASED PAYMENTS			1,833.36			
225-2220-42220	REPAIR & MAINT			370.00			

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	GL Distribution GRANT						
FBN5251687/PD							
86863	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	12,328.35	12,328.35	Open	N
	FEB 25 POLICE DEPT VEHICLE LEASES	pziemer					02/19/2025
225-2120-43331	LEASED PAYMENTS			12,328.35			
FBN5251687/PKS							
86864	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	4,978.03	4,978.03	Open	N
	FEB 25 PARKS DEPT VEHICLE LEASES	pziemer					02/19/2025
230-5200-43331	LEASE PAYMENTS			4,978.03			
FBN2521687/STRTS							
86865	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	5,964.31	5,964.31	Open	N
	FEB 25 STREET DEPT VEHICLE LEASES	pziemer					02/19/2025
235-3100-43331	LEASE PAYMENTS			4,085.15			
237-3190-43331	LEASE PAYMENTS			1,879.16			
2025/01/28							
86866	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	(29,169.01)	(29,169.01)	Open	N
	PROCEEDS - GAIN ON 232BX3 VIN 6450	pziemer					02/19/2025
230-0000-39101	SALE OF ASSETS			(29,169.01)			
PROCEEDS X3 -PD							
86867*	ENTERPRISE FM TRUST	02/06/2025	02/19/2025	388.47	388.47	Open	N
	GAIN 236BSG, GAIN ON 23T424, LOSS ON	pziemer					02/19/2025
225-0000-39101	SALE OF ASSETS			(6,419.21)			
225-0000-39101	SALE OF ASSETS			(2,042.10)			
225-0000-39101	SALE OF ASSETS			8,849.78			
Total for vendor 1859 - ENTERPRISE FM TRUST:				143.38	143.38		
Vendor 3574 - ESO SOLUTIONS, INC.:							
ESO-161065							
86829	ESO SOLUTIONS, INC.	02/03/2025	02/19/2025	4,562.16	4,562.16	Open	N
	SOFTWARE 3/5/25-3/4/26	pziemer					02/19/2025
225-0000-15510	PREPAID OTHER			760.36			
225-2220-43309	COMPUTER TECHNICAL SUPPORT			3,801.80			
Total for vendor 3574 - ESO SOLUTIONS, INC.:				4,562.16	4,562.16		
Vendor 3320 - ESSENTIA HEALTH:							
890000484-1/14/25							
86824	ESSENTIA HEALTH	01/14/2025	02/19/2025	1,547.00	1,547.00	Open	N
	PRE-EMPLOYMENT TESTING	pziemer					12/31/2024
101-1700-43300	PROFESSIONAL SERVICES			39.60			
203-9000-43300	PROFESSIONAL SERVICES			13.20			
225-2220-43300	PROFESSIONAL SERVICES			892.00			
235-3100-43300	PROFESSIONAL SERVICES			108.20			
225-2120-43300	PROFESSIONAL SERVICES			132.00			
230-5200-43300	PROFESSIONAL SERVICES			362.00			
Total for vendor 3320 - ESSENTIA HEALTH:				1,547.00	1,547.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 0170 - FASTENAL COMPANY:							
MNBAX272055							
86841	FASTENAL COMPANY	02/05/2025	02/19/2025	174.39	174.39	Open	N
	SAFETY VESTS/GLASSES	pziemer					02/19/2025
230-5200-42209	SAFETY EQUIPMENT SUPPLIES			174.39			
	Total for vendor 0170 - FASTENAL COMPANY:			174.39	174.39		
Vendor 0177 - FIRST IMPRESSION PRINTING:							
A12942							
86875	FIRST IMPRESSION PRINTING	01/30/2025	02/19/2025	34.00	34.00	Open	N
	UNIFORM PATCHES	pziemer					02/19/2025
225-2220-41113	UNIFORM ALLOWANCE			34.00			
	Total for vendor 0177 - FIRST IMPRESSION PRINTING:			34.00	34.00		
Vendor 0071 - FORUM COMMUNICATIONS COMPANY:							
MP3161230125							
86814	FORUM COMMUNICATIONS COMPANY	01/31/2025	02/19/2025	604.50	604.50	Open	N
	JOB POSTING - PD RECORDS	pziemer					02/19/2025
225-2120-43350	PRINTING/LEGAL PUBLICATION			604.50			
	Total for vendor 0071 - FORUM COMMUNICATIONS COMPANY:			604.50	604.50		
Vendor 0186 - GALLS LLC:							
030188027							
86784	GALLS LLC	01/16/2025	02/19/2025	248.94	248.94	Open	N
	702 UNIFORM BOOTS	pziemer					02/19/2025
225-2120-41113	UNIFORM ALLOWANCE			248.94			
	Total for vendor 0186 - GALLS LLC:			248.94	248.94		
Vendor 1181 - GARAGE DOOR STORE:							
401646784							
86880	GARAGE DOOR STORE	02/05/2025	02/19/2025	170.00	170.00	Open	N
	DOOR REPAIR - PARKS	pziemer					02/19/2025
230-5200-42220	REPAIR & MAINT			170.00			
	Total for vendor 1181 - GARAGE DOOR STORE:			170.00	170.00		
Vendor 2385 - GOVERNMENTJOBS.COM, INC:							
INV-128595							
86708	GOVERNMENTJOBS.COM, INC	01/02/2025	02/19/2025	5,531.32	5,531.32	Open	N
	3/1/25-2/28/26 ONBOARD SUBSCRIPTION	ipziemer					02/19/2025
101-0000-15510	PREPAID OTHER			433.47			
101-1400-43309	COMPUTER TECHNICAL SUPPORT			2,167.35			
101-0000-14100	DUE FROM COMPONENT UNIT			2,051.35			
101-0000-14100	DUE FROM COMPONENT UNIT			622.73			
260-9020-43309	COMPUTER SUPPORT			213.68			

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DB: Brainerd

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
260-0000-15500	PREPAID EXPENSE			42.74			
	Total for vendor 2385 - GOVERNMENTJOBS.COM, INC:			5,531.32	5,531.32		

Vendor 0200 - HEARTLAND ANIMAL RESCUE:

JAN 2025							
86881	HEARTLAND ANIMAL RESCUE	01/31/2025	02/19/2025	2,454.33	2,454.33	Open	N
	JAN 25 ADMIN/BOARDING	pziemer					02/19/2025
225-2700-43430	MISCELLANEOUS			535.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			2,454.33	2,454.33		

Vendor 0209 - HEARTLAND TIRE INC.:

3055524							
86886	HEARTLAND TIRE INC.	02/07/2025	02/19/2025	219.78	219.78	Open	N
	432 TIRE PRESSURE SENSOR	pziemer					02/19/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			219.78			
	Total for vendor 0209 - HEARTLAND TIRE INC.:			219.78	219.78		

Vendor 2616 - HILLMAN, CONNIE:

2/7/25							
86903	HILLMAN, CONNIE	02/07/2025	02/19/2025	84.34	84.34	Open	N
	REIMBURSE MEALS - EHLERS CONFERENCE	pziemer					02/19/2025
101-1400-43300	PROFESSIONAL SERVICES			84.34			
	Total for vendor 2616 - HILLMAN, CONNIE:			84.34	84.34		

Vendor 3964 - HOULE, BRADY:

1/31/25							
86877	HOULE, BRADY	01/31/2025	02/19/2025	216.82	216.82	Open	N
	REIMBURSE EXPENSES - STORM TRAINING	pziemer					02/19/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			216.82			
	Total for vendor 3964 - HOULE, BRADY:			216.82	216.82		

Vendor 0634 - HUBBARD RADIO BRAINERD:

MC-1241276884							
86879	HUBBARD RADIO BRAINERD	12/31/2024	02/19/2025	114.00	114.00	Open	N
	2024 ADVERTISING -RADIO	pziemer					12/31/2024
203-9000-43340	ADVERTISING/MARKETING			114.00			
	Total for vendor 0634 - HUBBARD RADIO BRAINERD:			114.00	114.00		

Vendor 1293 - IDENTISYS:

703928							
86895	IDENTISYS	02/07/2025	02/19/2025	445.94	445.94	Open	N
	QTY 100 ID BADGES - RESTOCK	pziemer					02/19/2025

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-1800-42210	OPERATING SUPPLIES			445.94			
	Total for vendor 1293 - IDENTISYS:			445.94	445.94		
Vendor 4386 - JENSEN, SAM:							
1/31/25							
86904	JENSEN, SAM	01/31/2025	02/19/2025	155.48	155.48	Open	N
	REIMBURSE MEALS/MILEAGE -CDL CLASS Ff	pziemer					02/19/2025
235-3100-43330	PROFESSIONAL DEVELOPMENT			155.48			
2/7/25							
86905	JENSEN, SAM	02/07/2025	02/19/2025	275.40	275.40	Open	N
	REMIBURSE EXPENSES - CDL CLASS	pziemer					02/19/2025
235-3100-43330	PROFESSIONAL DEVELOPMENT			275.40			
	Total for vendor 4386 - JENSEN, SAM:			430.88	430.88		
Vendor 0313 - LAKES AREA SENIOR CENTER:							
FEB 2025							
86892	LAKES AREA SENIOR CENTER	02/12/2025	02/19/2025	8,698.73	8,698.73	Open	N
	FEB 25 LEVY PAYMENT	pziemer					02/19/2025
101-9200-43461	REMIT SENIOR CITIZEN LEVY			8,698.73			
	Total for vendor 0313 - LAKES AREA SENIOR CENTER:			8,698.73	8,698.73		
Vendor 0227 - LAKES PRINTING:							
00225115							
86821	LAKES PRINTING	01/10/2025	02/19/2025	237.90	237.90	Open	N
	TRANSPORTAION ALTERNATIVES BOOKS - E	pziemer					02/19/2025
101-1700-43350	PRINTING/LEGAL PUBLICATION			237.90			
	Total for vendor 0227 - LAKES PRINTING:			237.90	237.90		
Vendor 0235 - LITTLE FALLS MACHINE INC:							
372493							
86884	LITTLE FALLS MACHINE INC	12/26/2024	02/19/2025	765.08	765.08	Open	N
	LOADER 114 REPAIRS	pziemer					12/31/2024
235-3125-42220	REPAIR & MAINT			765.08			
	Total for vendor 0235 - LITTLE FALLS MACHINE INC:			765.08	765.08		
Vendor 0243 - MARCO FINANCING:							
248704105							
86883	MARCO FINANCING	02/05/2025	02/19/2025	1,100.58	1,100.58	Open	N
	CH 2ND FLOOR COPIER	pziemer					02/19/2025
101-1800-43331	LEASE PAYMENTS			1,100.58			
	Total for vendor 0243 - MARCO FINANCING:			1,100.58	1,100.58		
Vendor 2392 - MENARDS:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
38246							
86786	MENARDS	02/05/2025	02/19/2025	595.58	595.58	Open	N
	ICE MELT, STRAPS, CUP HOLDER	pziemer					02/19/2025
	235-3125-42220	REPAIR & MAINT		595.58			
	Total for vendor 2392 - MENARDS:			595.58	595.58		

Vendor 0254 - MILLS MOTORS INC:

537548							
86882	MILLS MOTORS INC	02/05/2025	02/19/2025	76.90	76.90	Open	N
	OIL CHANGE -LESS SALES TAX - 2024 EQ	pziemer					02/19/2025
	101-2400-42220	REPAIR & MAINT		76.90			
	Total for vendor 0254 - MILLS MOTORS INC:			76.90	76.90		

Vendor 1617 - MN MUNICIPAL UTILITIES ASSN:

65586							
86811	MN MUNICIPAL UTILITIES ASSN	01/28/2025	02/19/2025	82.50	82.50	Open	N
	QTY 2 PRE-EMPTY TESTING - BPU/CDL TE	pziemer					12/31/2024
	101-0000-14100	DUE FROM COMPONENT UNIT		41.25			
	230-5200-43430	MISCELLANEOUS		41.25			
65606							
86812	MN MUNICIPAL UTILITIES ASSN	01/28/2025	02/19/2025	165.00	165.00	Open	N
	QTY 4 EMPTY TESTING FEES - DOT/PRE-EM	pziemer					12/31/2024
	101-0000-14100	DUE FROM COMPONENT UNIT		165.00			
	Total for vendor 1617 - MN MUNICIPAL UTILITIES ASSN:			247.50	247.50		

Vendor 1142 - MN PUBLIC TRANSIT ASSOC:

2505							
86819	MN PUBLIC TRANSIT ASSOC	01/17/2025	02/19/2025	898.00	898.00	Open	N
	2025 OPERATOR DUES MPTA	pziemer					02/19/2025
	203-9000-43433	DUES & SUBSCRIPTIONS		898.00			
	Total for vendor 1142 - MN PUBLIC TRANSIT ASSOC:			898.00	898.00		

Vendor 2610 - MN SOCIETY'S OF CPA'S:

387257							
86842	MN SOCIETY'S OF CPA'S	01/09/2025	02/19/2025	380.00	380.00	Open	N
	2025 CPA MEMBERSHIP - C.HILLMAN	pziemer					02/19/2025
	101-1400-43433	DUES & SUBSCRIPTIONS		380.00			
	Total for vendor 2610 - MN SOCIETY'S OF CPA'S:			380.00	380.00		

Vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:

8421							
86869	MN STATE FIRE CHIEFS ASSOCIATION	12/31/2024	02/19/2025	315.00	315.00	Open	N
	2025 DEPT MEMBERSHIP	pziemer					02/19/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
225-2220-43433	DUES & SUBSCRIPTIONS			315.00			
9115							
86872	MN STATE FIRE CHIEFS ASSOCIATION	02/10/2025	02/19/2025	285.00	285.00	Open	N
	2025 FOTOS ATTENDEE - N.HAGLIN	pziemer					02/19/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			285.00			
	Total for vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:			600.00	600.00		

Vendor 4385 - MOORE ENGINEERING INC:

42074							
86797	MOORE ENGINEERING INC	01/22/2025	02/19/2025	508.75	508.75	Open	N
	23:14 HAWKINS, S.BRD ALLEY RESURFACING	pziemer					02/19/2025
401-9030-43300-23:14	PROFESSIONAL SERVICES			508.75			
	Total for vendor 4385 - MOORE ENGINEERING INC:			508.75	508.75		

Vendor 4287 - MR TUBBS:

353							
86889	MR TUBBS	01/01/2025	02/18/2025	44.55	44.55	Open	N
	JERSEY CLEANING 2024	pziemer					02/19/2025
230-5209-42210	OPERATING SUPPLIES			44.55			
	Total for vendor 4287 - MR TUBBS:			44.55	44.55		

Vendor 4274 - MUNIPLATFORM:

2160							
86825	MUNIPLATFORM	01/01/2025	02/19/2025	450.00	450.00	Open	N
	MN GO BONDS 2024A	pziemer					02/19/2025
401-9030-43300-21:12	PROFESSIONAL SERVICES			450.00			
	Total for vendor 4274 - MUNIPLATFORM:			450.00	450.00		

Vendor 0273 - NAPA AUTO PARTS:

780278							
86873	NAPA AUTO PARTS	02/07/2025	02/19/2025	80.28	80.28	Open	N
	LIFT SUPPORT/TAPE	pziemer					02/19/2025
225-2220-42220	REPAIR & MAINT			80.28			
780348							
86874	NAPA AUTO PARTS	02/07/2025	02/19/2025	(3.54)	(3.54)	Open	N
	EXCHANGE LIFT SUPPORTS	pziemer					02/19/2025
225-2220-42220	REPAIR & MAINT			(3.54)			
	Total for vendor 0273 - NAPA AUTO PARTS:			76.74	76.74		

Vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:

JAN 25/PD							
86844	NORTH COUNTRY JANITORIAL & SUPPLY I	02/04/2025	02/19/2025	1,093.00	1,093.00	Open	N
	JAN 25 JANITORIAL SVCS - PD	pziemer					02/19/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
225-2120-43300	PROFESSIONAL SERVICES			1,093.00			
JAN 25/CH							
86845	NORTH COUNTRY JANITORIAL & SUPPLY I	02/04/2025	02/19/2025	1,077.00	1,077.00	Open	N
	JAN 25 CITY HALL JANITORIAL SVCS	pziemer					02/19/2025
101-1940-43300	PROFESSIONAL SERVICES			1,077.00			
JAN 25/FD							
86846	NORTH COUNTRY JANITORIAL & SUPPLY I	02/04/2025	02/19/2025	383.00	383.00	Open	N
	JAN 25 FIRE DEPT JANITORIAL SVCS	pziemer					02/19/2025
225-2220-43300	PROFESSIONAL SERVICES			383.00			
JAN 25/PW							
86847	NORTH COUNTRY JANITORIAL & SUPPLY I	02/04/2025	02/19/2025	382.00	382.00	Open	N
	JAN 25 PUBLIC WORKS GARAGE JANITORIAL	pziemer					02/19/2025
235-3100-43300	PROFESSIONAL SERVICES			191.00			
230-5200-43300	PROFESSIONAL SERVICES			191.00			
Total for vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:				2,935.00	2,935.00		

Vendor 1153 - NORTHLAND ARBORETUM:

FEB 2025							
86893	NORTHLAND ARBORETUM	02/12/2025	02/19/2025	8,698.73	8,698.73	Open	N
	FEB 25 LEVY PAYMENT	pziemer					02/19/2025
101-9200-43462	REMIT ARBORETUM LEVY			8,698.73			
Total for vendor 1153 - NORTHLAND ARBORETUM:				8,698.73	8,698.73		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

61859							
86871	NORTHLAND FIRE PROTECTION	02/10/2025	02/19/2025	74.20	74.20	Open	N
	RECHARGE FIRE EXTINGUISHERS	pziemer					02/19/2025
225-2220-42210	OPERATING SUPPLIES			74.20			
Total for vendor 0736 - NORTHLAND FIRE PROTECTION:				74.20	74.20		

Vendor 0284 - OFFICE SHOP:

335009-0							
86801	OFFICE SHOP	01/30/2025	02/19/2025	136.89	136.89	Open	N
	LIBRARY COPIER CONTRACT	pziemer					02/19/2025
211-5500-43430	MISCELLANEOUS			136.89			
1151408-0							
86802	OFFICE SHOP	01/31/2025	02/19/2025	50.13	50.13	Open	N
	FILE FOLDERS, BINDER, CITY HALL	pziemer					02/19/2025
101-1940-42200	OFFICE SUPPLIES			50.13			
1151822-1							
86909	OFFICE SHOP	02/13/2025	02/19/2025	29.76	29.76	Open	N
	TAPE - TRANSIT	pziemer					02/19/2025
203-9000-42200	OFFICE SUPPLIES			29.76			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
1151822-0							
86910	OFFICE SHOP	02/12/2025	02/19/2025	21.45	21.45	Open	N
	LEGAL PADS, STAPLER, SCISSORS - TRANS	pziemer					02/19/2025
203-9000-42200	OFFICE SUPPLIES			21.45			
	Total for vendor 0284 - OFFICE SHOP:			238.23	238.23		

Vendor 0561 - PEOPLES SECURITY:

262105							
86859	PEOPLES SECURITY	01/31/2025	02/19/2025	23.99	23.99	Open	N
	SECURITY MONITORING	pziemer					02/19/2025
211-5500-42220	REPAIR & MAINT			23.99			
	Total for vendor 0561 - PEOPLES SECURITY:			23.99	23.99		

Vendor 0291 - PIKE PLUMBING AND HEATING:

89653							
86885	PIKE PLUMBING AND HEATING	02/05/2025	02/19/2025	1,504.30	1,504.30	Open	N
	PW GARAGE - NO2 SENSOR REPAIR	pziemer					02/19/2025
230-5200-42220	REPAIR & MAINT			752.15			
235-3100-42220	REPAIR & MAINT			752.15			
89595							
86894	PIKE PLUMBING AND HEATING	01/29/2025	02/19/2025	378.33	378.33	Open	N
	REPAIR FLOOR DRAIN - CITY HALL	pziemer					02/19/2025
101-1940-42220	REPAIR & MAINT			378.33			
	Total for vendor 0291 - PIKE PLUMBING AND HEATING:			1,882.63	1,882.63		

Vendor 4239 - RADCO - BRAINERD:

BRD-57280-01							
86840	RADCO - BRAINERD	02/05/2025	02/19/2025	1,547.70	1,547.70	Open	N
	RUNNING BOARDS - WORK TRUCK	pziemer					02/19/2025
230-5200-42220	REPAIR & MAINT			1,547.70			
	Total for vendor 4239 - RADCO - BRAINERD:			1,547.70	1,547.70		

Vendor 3346 - ROSIER, PAUL:

1/31/25							
86839	ROSIER, PAUL	01/31/2025	02/19/2025	150.00	150.00	Open	N
	REIMBURSE - MEALS STORM TRAINING	pziemer					02/19/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			150.00			
	Total for vendor 3346 - ROSIER, PAUL:			150.00	150.00		

Vendor 4185 - SRF CONSULTING GROUP:

16811.00-18							
86876	SRF CONSULTING GROUP	01/31/2025	02/19/2025	2,155.74	2,155.74	Open	N
	TH 210 WATERMAIN/SAN-SWR RELOCATE	pziemer					02/19/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
401-9030-43300-23:05	PROFESSIONAL SERVICES			2,155.74			
	Total for vendor 4185 - SRF CONSULTING GROUP:			2,155.74	2,155.74		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1736179							
86794	STREICHERS PROF EQUIP	12/23/2024	02/19/2025	129.98	129.98	Open	N
	725 UNIFORM SHIRTS	pziemer					12/31/2024
225-2120-41113	UNIFORM ALLOWANCE			129.98			
I1744448							
86887	STREICHERS PROF EQUIP	02/06/2025	02/19/2025	281.99	281.99	Open	N
	717 CG INITIAL ISSUE	pziemer					02/19/2025
225-2120-41113	UNIFORM ALLOWANCE			281.99			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			411.97	411.97		
Vendor 3838 - SWANSON HASKAMP CONSULTING:							
JAN 2025							
86919	SWANSON HASKAMP CONSULTING	02/13/2025	02/19/2025	2,916.67	2,916.67	Open	N
	2025 EDA CONSULTING SVCS	pziemer					02/19/2025
295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
	Total for vendor 3838 - SWANSON HASKAMP CONSULTING:			2,916.67	2,916.67		
Vendor 1438 - TIM THOMPSON PLUMBING LLC:							
00048468							
86878	TIM THOMPSON PLUMBING LLC	02/12/2025	02/19/2025	100.00	100.00	Open	N
	BD Payment Refund	pziemer					02/19/2025
101-0000-21800	Residential State Surcharge - Flat			0.96			
101-0000-36300	Residential State Surcharge - Flat			0.04			
101-2400-32240	Plumbing Remodel Fee			99.00			
	Total for vendor 1438 - TIM THOMPSON PLUMBING LLC:			100.00	100.00		
Vendor 0039 - VESTIS:							
2530368620							
86827	VESTIS	02/06/2025	02/19/2025	65.85	65.85	Open	N
	RUGS AND OVERALLS	pziemer					02/19/2025
235-3100-43430	MISCELLANEOUS			65.85			
2530366158							
86830	VESTIS	01/30/2025	02/19/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					02/19/2025
235-3100-43430	MISCELLANEOUS			91.58			
2530353784							
86858	VESTIS	12/26/2024	02/19/2025	62.35	62.35	Open	N
	RUGS AND OVERALLS	pziemer					12/31/2024
235-3100-43430	MISCELLANEOUS			62.35			
	Total for vendor 0039 - VESTIS:			219.78	219.78		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0344 - WASTE PARTNERS INC:							
51X00247 86787	WASTE PARTNERS INC JAN 25 LIBRARY WASTE REMOVAL 211-5500-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	102.83 102.83	102.83	Open	N 02/19/2025
51X00922 86804	WASTE PARTNERS INC JAN 25 PW GARAGE WASTE REMOVAL 235-3100-43380 UTILITIES 230-5200-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	128.70 64.35 64.35	128.70	Open	N 02/19/2025
51X00923 86805	WASTE PARTNERS INC JAN 25 FIRE DEPT WASTE REMOVAL 225-2220-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	128.70 128.70	128.70	Open	N 02/19/2025
51X00924 86806	WASTE PARTNERS INC JAN 25 CITY HALL WASTE REMOVAL 101-1940-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	163.05 163.05	163.05	Open	N 02/19/2025
51X00925 86807	WASTE PARTNERS INC JAN 25 DOWNTOWN WASTE REMOVAL 401-1003-43300 PROFESSIONAL SERVICES	01/31/2025 pziemer	02/19/2025	211.77 211.77	211.77	Open	N 02/19/2025
51X00926 86808	WASTE PARTNERS INC JAN 25 POLICE DEPT WASTE REMOVAL 225-2120-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	157.70 157.70	157.70	Open	N 02/19/2025
51X00927 86809	WASTE PARTNERS INC JAN 25 WASTE OIL 227-3230-43428 USED OIL RECYCLING EXPENSE	01/31/2025 pziemer	02/19/2025	76.05 76.05	76.05	Open	N 02/19/2025
51X00928 86810	WASTE PARTNERS INC JAN 25 PARKS DEPT WASTE REMOVAL 230-5200-43380 UTILITIES	01/31/2025 pziemer	02/19/2025	468.00 468.00	468.00	Open	N 02/19/2025
Total for vendor 0344 - WASTE PARTNERS INC:				1,436.80	1,436.80		
Vendor 0888 - WEST BRAINERD AUTO SERVICE:							
049583 86795	WEST BRAINERD AUTO SERVICE TOW: DWI ICR25001650 225-2120-42210 OPERATING SUPPLIES	02/04/2025 pziemer	02/19/2025	45.00 45.00	45.00	Open	N 02/19/2025
Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:				45.00	45.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
Vendor 3199 - WEX BANK:							
102535870/CDD							
86848	WEX BANK	01/31/2025	02/19/2025	49.50	49.50	Open	N
	JAN 25 COM DEV FUEL	pziemer					02/19/2025
	101-2400-42212			43.50			
	101-2400-42220			6.00			
102535870/ENG							
86849	WEX BANK	01/31/2025	02/19/2025	52.06	52.06	Open	N
	JAN 25 ENG DEPT FUEL/CAR WASH	pziemer					02/19/2025
	238-0000-14100			26.03			
	238-3160-42212			23.03			
	238-3160-42220			3.00			
102535870/FD							
86850	WEX BANK	01/31/2025	02/19/2025	1,230.12	1,230.12	Open	N
	JAN 25 FIRE DEPT FUEL	pziemer					02/19/2025
	225-2220-42212			1,230.12			
102535870/PD							
86851*	WEX BANK	01/31/2025	02/19/2025	5,218.51	5,218.51	Open	N
	JAN 25 POLICE DEPT FUEL	pziemer					02/19/2025
	225-2120-42212			5,313.73			
	225-2120-42212			(95.22)			
102535870/PARKS							
86852	WEX BANK	01/31/2025	02/19/2025	1,118.93	1,118.93	Open	N
	JAN 25 PARKS DEPT FUEL	pziemer					02/19/2025
	230-5200-42212			1,118.93			
102535870/STRTS							
86853	WEX BANK	01/31/2025	02/19/2025	4,284.89	4,284.89	Open	N
	JAN 25 STREET DEPT FUEL	pziemer					02/19/2025
	235-3100-42212			4,284.89			
102535870/TRANSIT							
86854*	WEX BANK	01/31/2025	02/19/2025	6,265.92	6,265.92	Open	N
	JAN 25 TRANSIT DEPT FUEL	pziemer					02/19/2025
	203-9000-42212			6,339.64			
	203-9000-42212			(73.72)			
102535870/ADMIN							
86855	WEX BANK	01/31/2025	02/19/2025	(39.66)	(39.66)	Open	N
	JAN 25 WEX EDGE REBATE	pziemer					02/19/2025
	101-0000-36299						
	MISCELLANEOUS REVENUE (NONTAX)			(39.66)			
Total for vendor 3199 - WEX BANK:				18,180.27	18,180.27		

Vendor 3899 - WEX HEALTH INC:

0002093779-IN

86857	WEX HEALTH INC	01/31/2025	02/19/2025	43.50	43.50	Open	N
	JAN 2025 COBRA	pziemer					02/19/2025
	101-9200-43300			43.50			
	PROFESSIONAL SERVICES						

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

Total for vendor 3899 - WEX HEALTH INC:

43.50

43.50

Vendor 0346 - WIDSETH SMITH NOLTING:

235897

86823

WIDSETH SMITH NOLTING

01/20/2025

02/19/2025

3,800.00

3,800.00

Open

N

MMPCF GRANT APP - LIBRARY

pziemer

02/19/2025

211-5503-43430

MISC - USE OF HOLDEN TRUST

3,800.00

236230

86843

WIDSETH SMITH NOLTING

01/28/2025

02/19/2025

750.00

750.00

Open

N

23:10 LIM PARK ROAD/BOAT LAUNCH

pziemer

02/19/2025

229-0000-43300-23:10

PROFESSIONAL SERVICES

750.00

Total for vendor 0346 - WIDSETH SMITH NOLTING:

4,550.00

4,550.00

Vendor 0354 - ZIEGLER, INC:

IN001804348

86907

ZIEGLER, INC

02/13/2025

02/19/2025

110.20

110.20

Open

N

LOADER 115 HYDRAULIC HOSE REPLACEMENT

pziemer

02/19/2025

235-3125-42220

REPAIR & MAINT

110.20

Total for vendor 0354 - ZIEGLER, INC:

110.20

110.20

of Invoices: 133 # Due: 133

Totals:

557,018.29

557,018.29

of Credit Memos: 3 # Due: 3

Totals:

(29,212.21)

(29,212.21)

Net of Invoices and Credit Memos:

527,806.08

527,806.08

* 3 Net Invoices have Credits Totalling:

(8,630.25)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	2,918.33
101-0000-15500	PREPAID EXPENSE	2,037.58
101-0000-15510	PREPAID OTHER	433.47
101-0000-20850	DUE TO COMPONENT UNIT	728.60
101-0000-21800	Residential State Surcharge - Flat	0.96
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)	(39.66)
101-0000-36300	Residential State Surcharge - Flat	0.04
101-1400-43300	PROFESSIONAL SERVICES	84.34
101-1400-43309	COMPUTER TECHNICAL SUPPORT	2,167.35
101-1400-43433	DUES & SUBSCRIPTIONS	380.00
101-1700-43300	PROFESSIONAL SERVICES	39.60
101-1700-43330	PROFESSIONAL DEVELOPMENT	372.27
101-1700-43331	LEASE PAYMENTS	1,703.92
101-1700-43350	PRINTING/LEGAL PUBLICATION	237.90
101-1800-42210	OPERATING SUPPLIES	445.94
101-1800-43309	COMPUTER SUPPORT	22,682.79
101-1800-43321	TELEPHONE	931.34
101-1800-43331	LEASE PAYMENTS	1,100.58
101-1940-42200	OFFICE SUPPLIES	50.13
101-1940-42220	REPAIR & MAINT	378.33

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/18/2025 - 02/18/2025

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-1940-43300	PROFESSIONAL SERVICES			1,077.00			
101-1940-43321	TELEPHONE			54.52			
101-1940-43380	UTILITIES			2,179.39			
101-1940-43430	MISCELLANEOUS			291.49			
101-2400-32240	Plumbing Remodel Fee			99.00			
101-2400-42212	MOTOR FUELS			43.50			
101-2400-42220	REPAIR & MAINT			82.90			
101-2400-43330	PROFESSIONAL DEVELOPMENT			199.66			
101-2400-43331	LEASE EXPENSE			890.66			
101-2400-43350	PRINTING/LEGAL PUBLICATION			263.37			
101-9200-43300	PROFESSIONAL SERVICES			8,018.50			
101-9200-43350	LEGAL PUBLICATIONS			135.02			
101-9200-43430	MISCELLANEOUS			100.00			
101-9200-43460	REMIT COMMUNITY ACTION LEVY			8,698.73			
101-9200-43461	REMIT SENIOR CITIZEN LEVY			8,698.73			
101-9200-43462	REMIT ARBORETUM LEVY			8,698.73			
202-6323-45510	CAPITAL - RESIDENTIAL			10,779.89			
203-9000-42200	OFFICE SUPPLIES			51.21			
203-9000-42212	MOTOR FUELS			6,265.92			
203-9000-43300	PROFESSIONAL SERVICES			51.20			
203-9000-43340	ADVERTISING/MARKETING			114.00			
203-9000-43433	DUES & SUBSCRIPTIONS			898.00			
211-5500-42220	REPAIR & MAINT			101.29			
211-5500-43300	PROFESSIONAL SERVICES			675.00			
211-5500-43380	UTILITIES			2,070.48			
211-5500-43430	MISCELLANEOUS			136.89			
211-5503-43430	MISC - USE OF HOLDEN TRUST			3,800.00			
225-0000-15510	PREPAID OTHER			760.36			
225-0000-39101	SALE OF ASSETS			388.47			
225-2120-41113	UNIFORM ALLOWANCE			660.91			
225-2120-42210	OPERATING SUPPLIES			45.00			
225-2120-42212	MOTOR FUELS			5,218.51			
225-2120-42220	REPAIR & MAINT			31.45			
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			236.53			
225-2120-43300	PROFESSIONAL SERVICES			1,225.00			
225-2120-43309	COMPUTER TECHNICAL SUPPORT			50.00			
225-2120-43321	TELEPHONE			95.44			
225-2120-43330	PROFESSIONAL DEVELOPMENT			366.82			
225-2120-43331	LEASED PAYMENTS			12,328.35			
225-2120-43350	PRINTING/LEGAL PUBLICATION			604.50			
225-2120-43380	UTILITIES			828.19			
225-2220-41113	UNIFORM ALLOWANCE			34.00			
225-2220-42210	OPERATING SUPPLIES			74.20			
225-2220-42212	MOTOR FUELS			1,230.12			
225-2220-42220	REPAIR & MAINT			446.74			
225-2220-43300	PROFESSIONAL SERVICES			2,475.00			
225-2220-43309	COMPUTER TECHNICAL SUPPORT			3,801.80			
225-2220-43321	TELEPHONE			100.00			
225-2220-43330	PROFESSIONAL DEVELOPMENT			285.00			
225-2220-43331	LEASED PAYMENTS			1,833.36			
225-2220-43380	UTILITIES			1,381.78			
225-2220-43433	DUES & SUBSCRIPTIONS			465.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
225-2700-43430	MISCELLANEOUS			535.00			
227-3230-43428	USED OIL RECYCLING EXPENSE			76.05			
229-0000-43300-23:10	PROFESSIONAL SERVICES			750.00			
230-0000-39101	SALE OF ASSETS			(29,169.01)			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
230-5200-42209	SAFETY EQUIPMENT SUPPLIES			174.39			
230-5200-42212	MOTOR FUELS			1,118.93			
230-5200-42220	REPAIR & MAINT			2,469.85			
230-5200-43300	PROFESSIONAL SERVICES			553.00			
230-5200-43321	TELEPHONE			245.81			
230-5200-43331	LEASE PAYMENTS			4,978.03			
230-5200-43380	UTILITIES			1,878.69			
230-5200-43430	MISCELLANEOUS			41.25			
230-5209-42210	OPERATING SUPPLIES			44.55			
235-3100-42212	MOTOR FUELS			4,284.89			
235-3100-42220	REPAIR & MAINT			839.12			
235-3100-43300	PROFESSIONAL SERVICES			299.20			
235-3100-43321	TELEPHONE			95.81			
235-3100-43330	PROFESSIONAL DEVELOPMENT			430.88			
235-3100-43331	LEASE PAYMENTS			4,085.15			
235-3100-43380	UTILITIES			1,410.69			
235-3100-43410	RENTAL EXPENSE			84.85			
235-3100-43430	MISCELLANEOUS			219.78			
235-3125-42220	REPAIR & MAINT			1,816.26			
235-3125-43402	DOWNTOWN SNOW REMOVAL			8,798.00			
237-0000-14100	DUE FROM COMPONENT UNIT			427.64			
237-0000-20850	DUE TO COMPONENT UNIT			241,824.61			
237-3190-43331	LEASE PAYMENTS			1,879.16			
238-0000-14100	DUE FROM COMPONENT UNIT			26.03			
238-3160-42212	MOTOR FUELS			23.03			
238-3160-42220	REPAIR & MAINT			3.00			
238-3160-43331	LEASE PAYMENTS			427.65			
245-1310-43430	MISCELLANEOUS			295.00			
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			131,899.59			
260-0000-15500	PREPAID EXPENSE			42.74			
260-9020-43309	COMPUTER SUPPORT			213.68			
260-9020-43321	TELEPHONE			141.63			
295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
401-1003-43300	PROFESSIONAL SERVICES			211.77			
401-1712-43430	MISCELLANEOUS			135.63			
401-9030-43300-21:12	PROFESSIONAL SERVICES			450.00			
401-9030-43300-23:05	PROFESSIONAL SERVICES			2,155.74			
401-9030-43300-23:14	PROFESSIONAL SERVICES			508.75			
401-9030-43350-21:13	LEGAL PUBLICATIONS			92.84			
404-9055-45580	CAPITAL - RADIOS & PAGERS			55.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			76,185.01	76,185.01		
	202 - SCDP GRANTS			10,779.89	10,779.89		
	203 - TRANSIT FUND			7,380.33	7,380.33		
	211 - LIBRARY FUND			6,783.66	6,783.66		
	225 - PUBLIC SAFETY FUND			37,420.86	37,420.86		
	227 - RECYCLING FUND			76.05	76.05		
	229 - PANDEMIC GRANTS			750.00	750.00		
	230 - PARK & RECREATION FUND			(17,664.51)	(17,664.51)		
	235 - STREET & SEWER FUND			22,364.63	22,364.63		
	237 - SANITARY SEWER FUND			244,131.41	244,131.41		
	238 - STORM SEWER FUND			479.71	479.71		
	245 - CONTINGENCY FUND			295.00	295.00		
	251 - LOCAL OPTION SALES TAX			131,899.59	131,899.59		
	260 - AIRPORT FUND			398.05	398.05		
	295 - EDA FUND			2,916.67	2,916.67		
	401 - CONSTRUCTION FUND			3,554.73	3,554.73		
	404 - FIRE DEPARTMENT CAPITAL			55.00	55.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			221,130.16	221,130.16		
	1003 - 10:03 DWNTWN MAIN CNTRACT			211.77	211.77		
	1310 - CONTINGENCY FUND			295.00	295.00		
	1400 - ADMINISTRATION			2,631.69	2,631.69		
	1700 - ENGINEERING			2,353.69	2,353.69		
	1712 - 17:12 Wright St Resurfaci			135.63	135.63		
	1800 - IT/GIS			25,160.65	25,160.65		
	1940 - CITY HALL			4,030.86	4,030.86		
	2120 - POLICE DEPARTMENT			21,690.70	21,690.70		
	2220 - FIRE DEPARTMENT			12,127.00	12,127.00		
	2400 - COMMUNITY DEVL/INSPECTION			1,579.09	1,579.09		
	2700 - ANIMAL CONTROL			2,454.33	2,454.33		
	3100 - S & S MAINTENANCE			11,750.37	11,750.37		
	3125 - SNOW REMOVAL			10,614.26	10,614.26		
	3160 - STORM SEWER EXPENSE			453.68	453.68		
	3190 - SANITARY SEWER EXPENSE			1,879.16	1,879.16		
	3230 - RECYCLING EXPENSE			76.05	76.05		
	5200 - PARK MAIN/ADMINISTRATION			11,459.95	11,459.95		
	5209 - POND HOCKEY PROGRAM			44.55	44.55		
	5500 - LIBRARY-BUDGETED			2,983.66	2,983.66		
	5503 - HOLDEN TRUST DONATION USE			3,800.00	3,800.00		
	6323 - SE BRAINERD SCDP GRANT			10,779.89	10,779.89		
	6510 - ECONOMIC DEVELOPMENT AUTH			2,916.67	2,916.67		

02/13/2025 02:00 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 02/18/2025 - 02/18/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
--- TOTALS BY DEPT/ACTIVITY ---							
	9000 - TRANSIT FUND			7,380.33	7,380.33		
	9020 - AIRPORT M & O			355.31	355.31		
	9030 - CONSTRUCTION PROJ-MISC			3,207.33	3,207.33		
	9055 - FIRE DEPARTMENT CAPITAL			55.00	55.00		
	9200 - CITY-WIDE			34,349.71	34,349.71		
	9360 - LOCAL OPTION SALES TAX			131,899.59	131,899.59		

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

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO APPROVE THE AGENDA WITH THE ADDITION OF AN ITEM TO PERSONNEL AND FINANCE: DIRECTION ON BOND COUNSEL AND ECONOMIC DEVELOPMENT MATTERS.

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

- A. **Approval of Bills**
- B. **Approval of Minutes**
- C. **Department Activity Report**
- D. **Approve MN Lawful Gambling Application Submitted by St Joseph Catholic Church for an event to be held on May 16, 2025, at Northern Pacific Center, 1511 Northern Pacific Rd**
- E. **Approve MN Lawful Gambling Application Submitted by Lakes Area Habitat for Humanity for an Event to be held at 415 8th Ave NE on May 4, 2025**
- F. **Approve Temporary On-Sale Liquor License Application for Jackpine Brewery for an Event to be held at Essentia Health Sports Center, 502 Jackson Street, on March 21 & 22, 2025**
- G. **Approve Hiring of 2025 Winter Temporary Employees**

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

Public Forum

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

No one came forward.

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

Council Committee Reports

Personnel and Finance Committee

Consider Approval of Technology Department Organizational Chart and Job Descriptions

Committee Chair Johnson stated that there are now five positions in the technology department. The positions were graded and placed in pay grades.

Member Czczok asked where in integration process the City will be with the establishment of these positions.

HR Director Schubert stated that the next step is to approve a memorandum of understanding with the IBEW Local 31 Union. Once wages are established, the jobs would be posted internally and then externally to fill the positions. There are several more steps to complete the integration of the Technology Department.

Committee Chair Johnson stated that he asked in committee why employees need to apply for their own jobs. The union contract has language that states that new positions must be posted internally. All of our technology employees will need to apply for one of the positions to maintain a job with the City.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE TECHNOLOGY DEPARTMENT JOB DESCRIPTIONS AND CLASSIFICATION POINTS AS PRESENTED.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO NEGOTIATE THE WAGES FOR THE NEW TECHNOLOGY DEPARTMENT POSITIONS WITH THE IBEW ADMINISTRATIVE SUPPORT UNION.

Approve Distribution of 2024 Statewide Affordable Housing Aid (SAHA) Funds

Committee Chair Johnson stated that at committee they discussed fully funding the Habitat for Humanity request for funds. The money needs to be spent by 2028, which means there is plenty of time to decide what can be done with the rest of the allocation.

Member Czczok asked about the return on investment by choosing Habitat.

Committee Chair Johnson stated that Habitat has been around for decades, it is a proven model to get families into housing. The My Neighbor To Love Coalition is trying something unique that may be positive, however, the model is unproven. He does not believe that government money should be designated until their model is proven.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DESIGNATE \$70,000 OF STATEWIDE AFFORDABLE HOUSING AID TO HABITAT FOR HUMANITY.

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

Committee Chair Johnson stated that Country Manor is asking to defer payment of fees until after they are in business. Park Dedication funds were added to this model, as he believes that they were not aware that these fees will also need to be paid.

Member Czczok asked about the addition of Park Dedication fees.

Committee Chair Johnson stated that he did not believe that Country Manor was aware of the City's Park Dedication Fees, this will save them the time of returning to ask for their deferral as well.

Member Bevans stated that he will speak against the item. He is in favor of delaying payment of SAC/WAC fees and Park Dedication Fees. He is against Country Manor paying zero interest on the deferred assessment. Everyone who has paid the assessment had to pay interest through 2012. To tell one property owner that they don't have to pay the interest, but all

the little people do, isn't fair. The seller of the property should have made clear there was a deferred assessment from the get-go. He would be in favor of Country Manor paying the assessment plus the ten years of interest.

Member Czeczok asked when the property was purchased and when the assessment would have been due.

Community Development Director Kramvik stated that the property was purchased five or six years ago.

Chair O'Day asked about the difference in interest amounts.

Finance Director Hillmans stated that Country Manor is asking for \$37,347 of interest be waived. They are asking instead for a 1.5% interest rate on the principal amount. She also stated that on the Beaver Dam improvement, the reason the assessment was not due when the property was sold is because on this particular project assessments only became due if the property was replotted or developed.

Member Czeczok stated that TIF, tax abatement, deferred SAC/WAC, and issuing conduit debt are already available for this property. He stated that every other property has had to pay their interest.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO APPROVE COUNTRY MANOR'S REQUEST TO DELAY PAYMENT OF SAC AND WAC, DEFERRED ASSESSMENT, AND PARK DEDICATION FUNDS AS PRESENTED.

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

Ratify Hiring of Aaron Forstrom as Transit Operations Specialist

Committee Chair Johnson stated that the position is budgeted for.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO RATIFY THE HIRING OF AARON FORSTROM FOR THE TRANSIT OPERATIONS SPECIALIST POSITION EFFECTIVE FEBRUARY 12, 2025; FURTHER, THAT HE BE PLACED ON STEP 2 OF THE TRANSIT OPERATIONS SPECIALIST WAGE GRID (\$25.39 PER HOUR).

Consider Approval of the Revised Employee Policy Manual

Committee Chair Johnson stated that the Council has had plenty of time to review the manual.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE UPDATED EMPLOYEE POLICY MANUAL AS PRESENTED.

Annual Review and Approval of Investment Policy

Committee Chair Johnson stated that the only change is that the interest allocation will be on a quarterly basis instead of a semi-annual basis.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE INVESTMENT POLICY AS PRESENTED.

Consider Allowing Pueringer to Assume Four Parking Spaces in Alley Parking Lot

Committee Chair Johnson stated that Mr. Pueringer came to him to ask whether he could rent the four parking stalls previously rented by Bob and Fran's since the City is requiring him to provide four parking spaces for his tenants of 722 Laurel Street. Chair Johnson also stated that there is generally a waiting list for parking spaces in this parking lot. Since the City is requiring him to provide parking, and with Bob & Fran's vacating the spaces, it would be an opportune time for Mr. Pueringer to acquire the spaces.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE MR. PUERINGER TO ASSUME THE 4 LEASED PARKING SPOTS PREVIOUSLY LEASED BY BOB & FRAN'S IN THE ALLEY PARKING LOT SO LONG AS BOB & FRAN'S AGREES.

Direction on Bond Counsel and Economic Development Matters (added item)

Committee Chair Johnson stated that the entire Kennedy and Graven municipal bond team has migrated to another company. Due to the City being in the midst of the conduit debt and other issues that Ms. Lykke has been a part of for years, staff recommended to keep with her services.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONTINUE TO BE REPRESENTED BY SOFIA LYKKE IN CONNECTION WITH BOND AND ECONOMIC DEVELOPMENT MATTERS.

Safety and Public Works Committee

Direction on Active Code Enforcement Cases

Committee Chair Erickson gave an overview of each property.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO OBTAIN AN ADMINISTRATIVE WARRANT TO TOW THE VEHICLES AT 823 WILLOW ST. ALSO MODIFY THE \$300 MONTHLY CITATION FINE FOR AN ILLEGAL RENTAL TO \$100 PER DAY.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO OBTAIN AN ADMINISTRATIVE WARRANT TO ABATE THE GARBAGE/ JUNK/ DEBRIS AT 430 D ST NE.

Discussion of City Maintained Flagpoles

Committee Chair Erickson stated that it was brought to the City's attention that several of the flags downtown and in parks were not at half-mast during the latest recommendation.

Member Johnson clarified that the flags are maintained by the Parks Department.

Mayor Badeaux stated that the flags maintained by the Parks Department were discussed at the meeting and the Park Board agreed with the recommendation.

Public Works Director Habighorst stated that the flags are maintained by the Park staff. Some of the flags downtown need to have a lift to change the height at which they fly. The City would go out for bid for flag poles that can be changed and lights for those that can't.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO DIRECT STAFF TO REMOVE FLAGS DOWNTOWN, IN PARKS, AND ON THE HISTORIC WATER TOWER DURING THE WINTER MONTHS; FURTHER TO OBTAIN BIDS FOR TURNKEY FLAG POLES AND LIGHTS TO SHINE ON FLAGS WHERE NEEDED.

Unfinished Business

Call for Applicants – Informational:

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

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

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

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

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

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

Planning Commission-- **2 terms** (Expire 2027)

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

Final Reading Proposed Ordinance 1580 -Amending Section 600 of the City Code

Finance Director Hillman gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1580 AMENDING SECTION 600 OF THE CITY CODE AND DISPENSING WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT ORDINANCE 1580.

ORDINANCE 1580

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

New Business

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

Member Czczok stated that the position is a volunteer position. He stated that as a Council Member or Commissioner it is the expectation to read your board packet, but that doesn't always happen. As such, how can the Council then place expectations on our volunteer commissioners especially when we can't uphold any consequences for not following through.

Member Johnson stated that he agrees with Member Czczok that there are no teeth if a commissioner doesn't follow through. If there's an expectation to attend three events, who will remove the commissioner as they are recommended by the Mayor.

Public Utilities Director Evans stated that the Commission could look for a mechanism to encourage commissioners to attend events. The request was based on the importance of attending these events because of all of the legislation and regulatory actions that happen. Commissioners could meet with decision makers and the City could have a presence in key decision meetings when requesting funding and shaping regulations.

Member Johnson stated that he doesn't disagree with Public Utilities Director Evans when it comes to having engaged commissioners going to conferences and lobbying.

Member Yeager asked whether there is a way to incentivize commissioners to attend.

Member O'Day stated that personal development and education is important at all levels, including the Council level. There could be encouragement to increase involvement.

Member Czczok stated that he expects Council Members to attend conferences as well. The City pays for Council Members and Staff to attend these conferences. It is up to the individual to make learning a priority.

Member Stunek stated that staff could come back with a cleaner option.

Mayor Badeaux asked whether there was a lack of involvement.

Public Utilities Director Evans stated that this was again a mechanism as a way to ensure that more in-person events were being attended.

Member Yeager stated that the current Public Utilities Commission voted unanimously for their members to attend these events. He believes that they can police themselves at least in the short term.

Member Bevans asked for clarification about personal development funds for commissioners.

Public Utilities Director Evans stated that there are funds available to staff and commissioners.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO DENY THE PUBLIC UTILITIES COMMISSION REQUEST TO UPDATE THE PUBLIC UTILITIES COMMISSION DESCRIPTION TO INCLUDE THE EXPECTATION FOR COMMISSIONERS TO ATTEND AT LEAST TWO STATE EVENTS AND ONE NATIONAL EVENT DURING A FIVE-YEAR TERM.

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

Bryan Drown, Bolton and Menk, gave an overview of the public improvement process, scope of the project, and the assessment process.

Member Czczok asked about the cost of mobilization.

Mr. Drown stated that the standard estimate for mobilization is 5% of the contract cost.

Member Erickson asked about the current hydrants on the project and whether they are equipped with gate valves.

City Engineer Dehn stated that the current hydrants are not equipped with gate valves, if work needs to be completed the water main needs to be shut down.

Member Yeager asked about the process for establishing unit pricing. He also asked about the "turf establishment" clause.

Mr. Drown stated that unit pricing is based on 2024 costs with about a 4% increase for inflation. Turf establishment is anything beyond curb and gutter. The specifications will include a 30-day maintenance period for the contractor.

Public Works Director Habighorst clarified that the cost per foot is estimated at \$16.57 per foot.

Chair O'Day opened the public hearing at 8:23 p.m.

John Forrest, 159 Pineview Dr, stated that his property is on a cul-de-sac, but his driveway is not accessed in the cul-de-sac. He would like the City to review its cul-de-sac assessment policy.

Chair O'Day closed the public hearing at 8:28 p.m.

Member Johnson stated that he would like to see the Safety and Public Works Committee review the assessment policy. He also stated that this is the public hearing to say whether or not we should do the project, not the assessment hearing.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON TO ADOPT RESOLUTION WHICH ORDERS THE IMPROVEMENT AND PREPARATION OF THE PLANS.

RESOLUTION 12:25

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

Consider Amendment to Planned Unit Development (PUD) for Country Manor Development Project

Community Development Director Kramvik gave an overview of the amendment to the PUD for Country Manor.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK, DULY CARRIED, TO APPROVE THE PUD AMENDMENT SUBJECT TO THE FINDINGS OF FACT CONTINGENT UPON APPROVAL OF THE DEVELOPMENT AGREEMENT.

Conduct Public Hearing on Tax Abatement for Country Manor Brainerd Campus LLC; and Adopt Resolution Granting a Property Tax Abatement for Certain Property in the City and Approving a Tax Abatement Agreement with Country Manor Brainerd Campus LLC

Community Development Director Kramvik stated that the EDA considered the request and recommended a blended structure of tax abatement assistance.

Mikaela Huot, Baker Tilly, gave an overview of the tax abatement assistance terms.

Chair O'Day opened the public hearing at 8:37 p.m.

No one came forward.

Chair O'Day closed the public hearing at 8:38 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT RESOLUTION GRANTING PROPERTY TAX ABATEMENT ON THE ABATEMENT PROPERTY AND APPROVING A TAX ABATEMENT AGREEMENT WITH COUNTRY MANOR BRAINERD CAMPUS LLC.

RESOLUTION 12:25

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

Staff Reports

Finance Director Hillman stated that the related party questionnaire for the audit was passed out to Council Members.

Public Works Director Habighorst stated that there will be items on the next agenda regarding our Transit Program. The Ice Skating Party at Memorial Park is on Saturday, February 8th at 1:00 p.m.

Community Development Director Kramvik stated that the EDA will hold a special EDA meeting to consider minor changes to the PDA for BlockMetrix. Paradigm Auto has submitted a land use application for pavement, they are within the ninety-day window that they were given by the City Council.

Administrator Broyles stated that he attended the Downtown Business Event at Chick-N-Rice. It was great food and great people.

Mayor's Report

Mayor Badeaux stated that he also attended the Downtown Business Event. The Park Board has already begun the process of looking at their 2026 budget. He thanked them for getting ahead of the curve and encouraged other departments to do so.

Council Member Reports

Member Czeczok stated that a resident in southeast called him to come check her water as she feels it is so chlorinated. The Utilities Department suggested that she put water from her tap out on the counter for two days to save money and time going to the store to purchase water to get rid of the smell and taste.

Member Bevans stated that he attended the Downtown Business Event at Chick-N-Rice the food was delicious. The Northside Residents met to discuss a building project on the Northside. He attended the Library Board meeting. The Library is entering into an agreement to digitize the Brainerd Dispatch that is searchable.

Member Yeager stated that after much discussion, the HRA will be holding their meetings here at City Hall. He is excited to have the Country Manor project coming to reality. He thanked Country Manor for wanting to build a facility like this in Brainerd. Finally, there is a hockey rink in a yard on 4th Street, he encouraged everyone to check it out.

Member Erickson thanked staff for being generous with their time as a new again member.

Member O'Day thanked everyone who attended the Extravaganza. He expressed welcome and gratitude for the Country Manor group.

Adjourn

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

The Chair adjourned the meeting at 8:47 p.m

Nicholas W. Broyles
City Administrator



City of Brainerd

Technology Department Monthly Report

January 2025

Projects

- IT integration – Technology Director (1/21), discussions, planning, needs assessment, research
- Technology Department – finalize org chart and job descriptions, assess budget, formulate timelines
- Sick/ESST – process and workflow discussions, payroll software configuration and testing
- Performance Review Forms – formatting and formulas, testing, supporting end users
- Community Engagement Survey – initial survey drafted from questions, tests sent, results analyzed

Hardware/Software

- Intune – testing rollout, configuration, security. Will phase out other MDM and patch management.
- Multifactor Authentication (MFA) - implementing 'at log-in' for Police and Technology (per BCA)
- Parks scheduling/tournament software demo

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc
- Meetings – many discussions about integration, airport recommendations council retreat, etc
- City Hall storage cleanout – hauled out clutter from storage room making it useable again
- Staff added: 2 Council members
- Staff departed: 2 Council members, 1 CSO, 1 Streets

Statistics

Telephone: total calls 8032 ↑ (7260)

Police 2747, City Hall 2688, Transit 2325, Fire 222, Public Works 50

Website: total views 13879 ↑ (8648) users 4877 ↑ (2438)

Top 5 pages: main, parks & rec, agendas & minutes, employment, directory

Email: sent 10291 ↑ (7464) 447/day, received 41757 ↑ (32955) 1347/day

YouTube: City channel views 670 ↓ (732), hours watched 178 ↑ (149), subscribers +1

Facebook (city): followers 3571 (+61), reach 22700 ↑ (7470), interactions 304 ↓ (361)

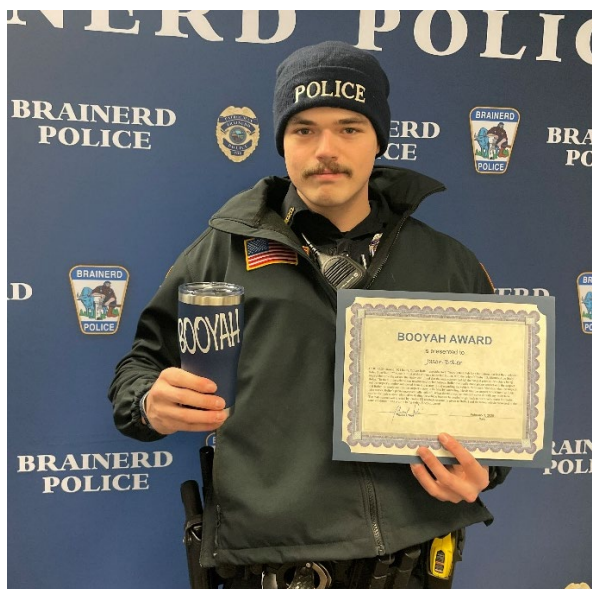
Cisco Secure Endpoint: files scanned 7.65M ↑ (7.6M) IPs scanned 935k ↑ (861K)



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BOOYAH AWARD



Officer Jason Boller is this month's Booyah Winner! Officer Boller responded to O'Neary's Irish Pub for a bar patron that had their vehicle stolen from South 7th Street in front of the entrance to the bar. Boller, with the help of Crosby PD, identified the likely suspect that stolen the car and the victim confirmed that the male suspect had left the bar just prior to the vehicle being stolen. The theft of the vehicle was unwitnessed by bar patrons. Boller eventually made phone contact with the suspect and the suspect's mother and locked them into a story regarding the vehicle. With each false story that the suspect told Boller, he would confirm the suspect's story to be false by contacting friends that the suspect would involve in his false stories. Boller's persistence eventually paid off. When the male suspect couldn't come up with any more false stories, the male suspect admitted to stealing the vehicle because he needed to get back to his mom's house in Crosby. The male suspect was arrested by Crosby PD (custody eventually given to Boller) and the stolen vehicle recovered in the same condition it was prior to being stolen. Booyah, Jason!

STAFFING & ASSIGNMENTS

New Community Service Officer Josh Winslow
Josh is a 1st year Law Enforcement student at CLC.
He is from Zimmerman, MN and came to Brainerd to attend college.



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
January	1,793	399	696	398	13.35 Minutes	58



TRAINING & STAFF DEVELOPMENT

Reunification Course

School Resource Officer Selvestra and Deputy Chief Runde attended Reunification training. This training is designed for public safety and school district officials to help prepare how to handle student and staff reunification during an active violence incident.

Foundation Instructor Training

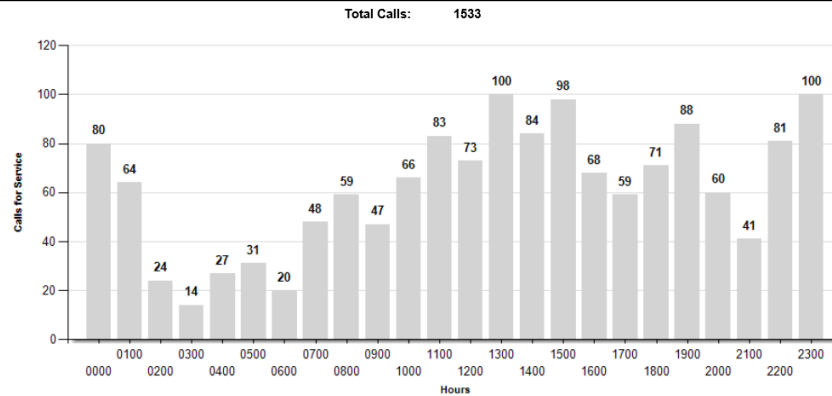
Sergeant Rosier and Investigator Houle attended Foundation Instructor Training. This is a defensive tactics course designed for new and existing use of force instructors. Attending officers were certified in a revolutionary soft empty hand system and teaching method. The course also focuses on building effective communicators, trainers, and mentors of law enforcement professionals.

OVERALL CALLS FOR SERVICE

January	2025	2024
Number of Calls for Service	1,486	1,309

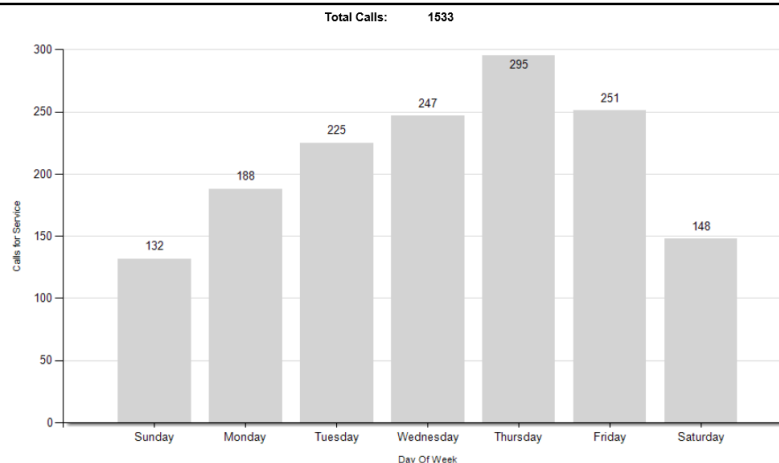
**Calls for Service Hourly**

1/1/2025 to 1/31/2025

**Calls for Service Day Of Week**

Start Date: 1/1/2025

End Date: 1/31/2025



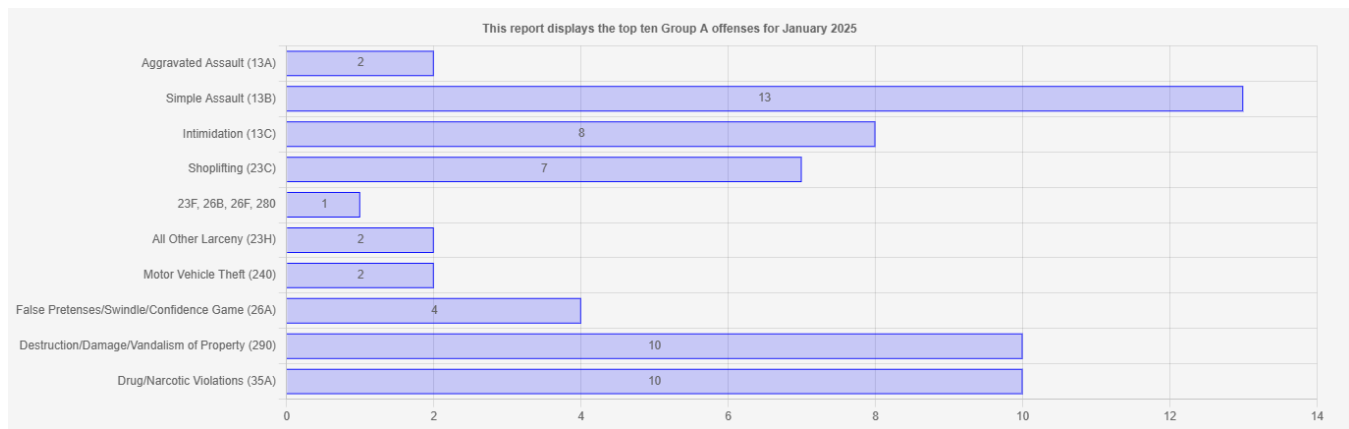
CRIME STATISTICS

Year to Date through January	2025	2024
Group A Offenses Known or Reported to Police	58	66
Group A and B Arrests	60	57

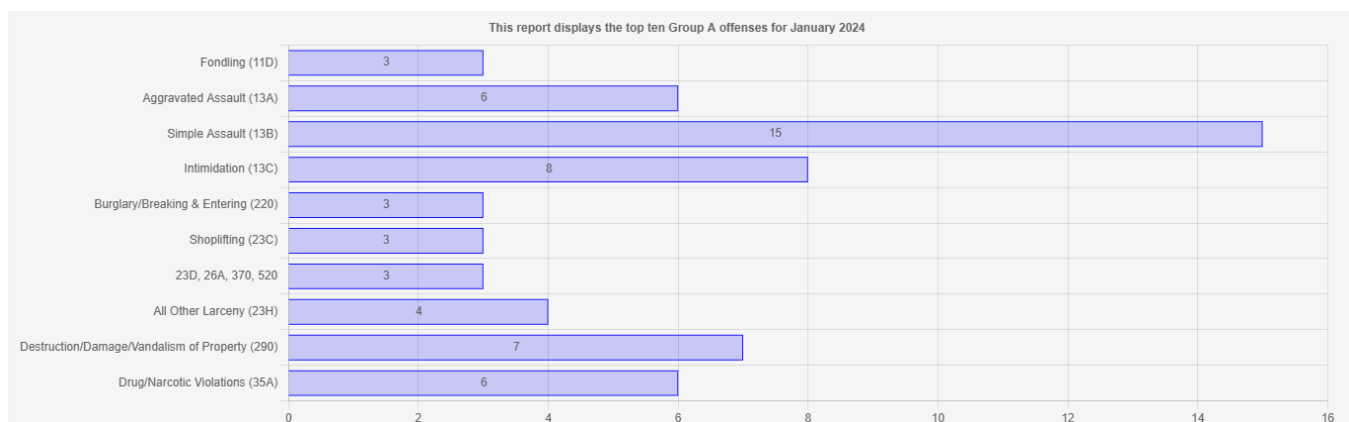
**** Note: 2025 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

January 2025

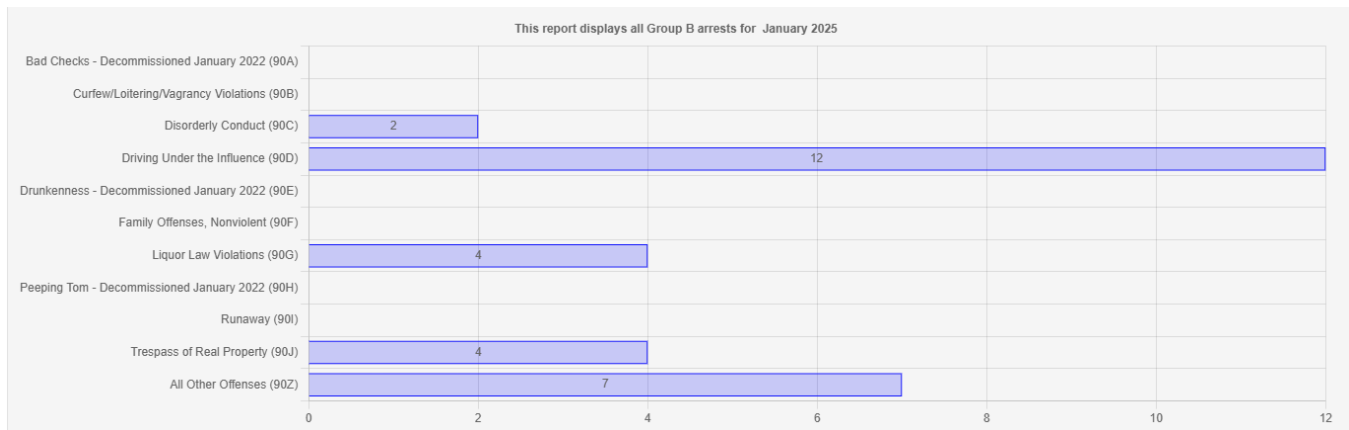


January 2024

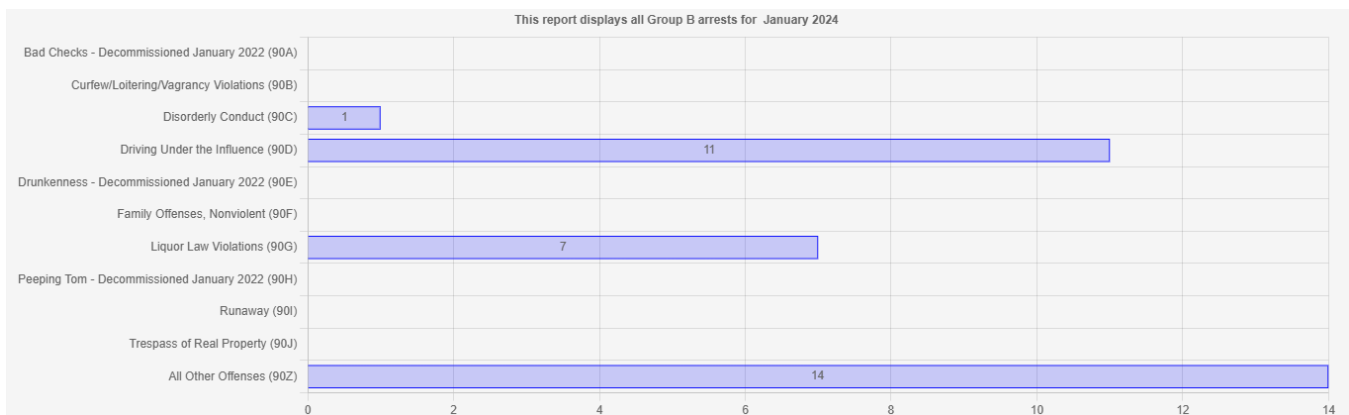


GROUP B ARREST DATA

January 2025



January 2024



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

January	2025	2024
Citations (Inc. Parking Tickets & Written Warnings)	215	167

102 parking tickets were issued in the month of January, with the following dispositions.

5	Dismissed
45	Paid in Full
1	Partial Payments Received
51	No Payment Received

Revenue Recapture Receipts:

2024 Total:	\$8,295.10
2025 To Date:	\$177.63

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
25000024	1/1/2025	Conduct on Premises	931 28 th St SE
25000514	1/12/25	Conduct on Premises	109 Laurel St
25000753	1/16/25	Conduct on Premises	219 3 rd Ave NE
25001259	1/28/25	Conduct on Premises	804 Lake St

COMMUNITY OUTREACH

The Center Donuts

Officers assisted at The Center distributing donuts.

Smiles for Jake Event

Officers engaged with the community at the 6th Annual JH Memorial Cup Hockey Tournament.

Reading with Cops

We continue our monthly community outreach program reading to children at the Relationship Safety Alliance in Brainerd. The Brainerd Police Department reads to children at the shelter while their mother is attending other programming.

Community Engagement

Officers connected with the community during basketball games at CLC.



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

January 2025



BUILDING PERMITS

The Community Development Department issued 43 building permits with a total project valuation of \$37,300 in the month of January. Within the Central Business District (prev. River to Rail), 3 permits were issued. These improvements resulted in \$274 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 January 2025		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – Windows/Doors	1	\$1,300
Commercial – Building – Air Conditioner	1	N/A
Commercial – Mechanical – Furnace/Boiler	1	N/A
Commercial – Plumbing – Water Heater	2	N/A
Engineering – Excavation	4	N/A
Engineering – ROW Obstruction	1	N/A
Fence	2	N/A
Residential – Building – Remodel	2	\$36,000
Residential – Building – Roofing	1	N/A
Residential – Building – Roofing+Garage	1	N/A
Residential – Building – Siding	3	N/A
Residential – Building – Windows/Doors	5	N/A
Residential – Mechanical – Furnace/Boiler	10	N/A
Residential – Mechanical – Furnace+AC	2	N/A
Residential – Mechanical – New/Addition	1	N/A
Residential – Plumbing – New/Addition	1	N/A
Residential – Plumbing – Water Heater	4	N/A

There were no single-family home building permits issued in the month of January.

BUILDING INSPECTIONS

The Community Development Department conducted 77 building inspections and re-inspections in January.

CODE ENFORCEMENT

The Community Development Department conducted 37 code enforcement inspections and re-inspections in January resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Junk and Debris	3
Zoning Code Violation	2
Animal Feces	1
Exterior Structure	1
Nuisance on Public Street (snow)	30
Total = 37	

**Note: With the adoption of Ordinance No. 1524 on April 4th, 2022, Community Development staff have moved to complaint driven enforcement only.*

Direction on Active Code Enforcement Cases

Staff continue to send citations to the following properties as directed by City Council.

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected.

VACANT BUILDING REGISTRY

Properties proposed to be assessed in 2024

408 2nd Ave NE – Vacant Building – No Response
224 5th St N – Fire Damage

Properties that have registered/ applied for permits

1521 Norwood St – Fire Damage – Recently Purchased
1216 6th St S – Owner Repaired Roof
1623 9th Ave NE – Remodel Permit Issued – Work in Progress
1812 Oak St – Roof Damage. Roof permit was obtained and completed.

Vacant Building Registry Letters Sent after 9/1/2024

715 7th Ave NE – Grass and Structural Issues
1201 L St NE – Returned in Mail – Posted to Door

912 6th Ave NE – Returned in Mail – Posted to Door
1022 13th Ave NE – Siding Uncompleted 3+ years
508 9th St N – Roof Damage and Grass. Property has been purchased and the City is working with the new owner on permits
1420 Quince – Construction debris, Grass, Uncompleted work 15+ years
1119 13th St SE – Roof Damage
1889 Graydon Ave – Open Excavation – No Progress

RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 4 new rental licenses in the month of January.

The Housing Inspector completed 23 rental property inspections and re-inspections in January.

CONTRACTOR REGISTRATION

The Community Development Department issued 37 contractor registrations in January.

PLANNING AND ZONING

February 19th Planning Commission Agenda:

- 1) Consider Preliminary and Final Plat for Three Pete LLC – 15770 Dellwood Dr
- 2) Consider Preliminary Plat for St. Francis Church – 411 N 10th St
- 3) Consider Rezoning and Zoning Text Amendment for Paradigm Auto - 310 W Laurel St
- 4) Consider Conditional Use Permit and Variance for Suite Properties LLC - 324 5th St S

Staff will recommend proceeding with an amendment to the Allowed Use Table. Staff have worked with the new Code for two years and have come across instances where the table may be missing a use in a particular zoning district or where the use classification may be too stringent. Staff will recommend a thorough review of the Allowed Use Table to ease the burden on new development and businesses.



Additionally, staff is recommending a full repeal and replacement of the Section 530 – Shoreland Management Regulations. After discussions with the MN DNR, staff was made aware that there may be irregularities with current State Statute since the Section has not been reviewed since 2003. Additionally, zoning districts are not consistent with the new Zoning Map.



ECONOMIC DEVELOPMENT

Childcare Tours

Staff have begun setting up childcare tours to better understand the difficulties in operation and the factors that currently limit expansion. Staff will provide a childcare report to the EDA at the April EDA workshop. The workshop discussion will primarily focus on 2025 funds budgeted for grant programs and how they should be allocated in 2025. In addition, the EDA may provide a recommendation on new incentive policies.

2025-2026 EDA Goals and Action Steps

The Brainerd EDA approved their 2025-2026 Goals and Action Steps at the December 5th meeting. The following actions were added:

1. Developing/defining/branding our different neighborhood districts with the goal of being able to be more strategic about how we roll out initiatives and deciding which neighborhoods to target.
2. Implement a grant program to improve business signage in the downtown district with new adopted design standards.
3. Create a program and contract for private property owners to list underutilized properties on the EDA website.
4. Continue to work with the School District in developing the parcel North of Buffalo Hills Park.
5. Create a comprehensive plan for Brainerd's Downtown.
6. Create a development strategy, specifically for infrastructure, for potential developers.
7. Develop a Key Performance Indicators/Metrics report that the EDA can both use internally to track the progress we are making as well as demonstrate to outside developers that we are a good place to invest in.
8. Complete Business Retention and Expansion (BRE) visits that involve interviews and information gathering.
9. Conduct quarterly EDA business tours.
10. Tour childcare facilities to understand difficulties in operation and potential for expansion.
11. Create a marketing strategy and campaign for the EDA website and available Brainerd properties.
12. Develop and implement an advertising campaign focused on recruiting entrepreneurs, developers, investors and the like to start a business within the corporate limits of the City of Brainerd.
13. Update the EDA website quarterly.

14. Optimize the website with additional links, contact information, and land prices to make it easier for developers and interested businesses.

PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

Address: 100 Washington St.

COMPLETED

PZE Process: Conditional Use Permit

Date Issued: 1/2/2024

Project Description: The utilization of the property as an auto repair shop.

Project Progress: The applicant has applied for a sign permit. The Fire Marshal is working with the property owner and business to bring the building up to fire code.

Address: PID 41040887 620 3rd St NW

STARTED

PZE Process: Conditional Use Permit Amendment

Amendment Approved: 3/4/24

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

Project Progress: The applicant has not begun construction. The applicant was approved for a Conditional Use Permit Amendment at the March 4th, 2024, City Council meeting. The site has been graded, permits issued, and the construction project has started.

Address: PID 41040888 610 3rd St NW

PZE Process: Conditional Use Permit Amendment

Amendment Approved: 4/1/24

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

Project Progress: The applicant has not begun construction of the facility but has begun site grading. The applicant was approved for a Conditional Use Permit amendment at the April 1st, 2024 City Council meeting. The site has been graded and stabilized.

Address: PID 41040889 580 3rd St NW

PZE Process: Conditional Use Permit

Date Issued: 3/4/2024

Project Description: The construction of a residential 12-unit multifamily apartment building consisting of two 2-bedroom units and ten studio apartment units.

Project Progress: The Conditional Use Permit was approved by the City Council at the April 1st, 2024 meeting. The site has been graded and stabilized.

Address: 805 Laurel St

PZE Process: Conditional Use Permit and Variance

Date Issued: 4/22/2024

Project Description: To construct a mixed-use multifamily building supporting commercial space along with 78 units of housing.

Project Progress: The developer is awaiting news of the MN Workforce Housing Grant recipients which will most likely be determined in mid-September.

Address: 1101 Pine St

COMPLETED

PZE Process: Variance

Date Issued: 5/6/2024

Project Description: To construct a 12' wide concrete street loaded driveway off of Pine Street rather than off the alley to an existing accessory structure.

Project Progress: Project completed.

Address: 1111 Oak St **STARTED**
PZE Process: Conditional Use Permit and Variance **Date Issued:** 5/6/2024
Project Description: To construct a 5+ unit apartment and exceed 20+ DU/AC in the TN-2 District. Variance from the landscape requirements.
Project Progress: The remodel permit has been issued and the property owner is currently working on the property.

Address: 1918 Thiesse Dr **DENIED**
PZE Process: Interim Use Permit for Outdoor Storage **Date Issued:** Denied
Project Description: Outdoor storage as a principal use on an industrial lot.
Project Progress: None

Address: 1123 15th Ave NE **COMPLETED**
PZE Process: Interim Use Permit **Date Issued:** 8/5/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed.

Address: 418 8th Ave NE **COMPLETED**
PZE Process: Conditional Use Permit Amendment **Date Issued:** 8/5/2024
Project Description: The expansion of a fenced in area of the property to be used as a commercial childcare facility with two Early Head Start Classrooms and a total enrollment of 16 children. Additionally, to allow the expansion of one more classroom later in the year.
Project Progress: The Conditional Use Permit was approved by the City Council at the April 1st, 2024 meeting. A fence permit was applied for and issued, but it was discovered that the fence was too small of an area and needed expansion. A new fence permit was issued to Elite Fencing and the project was completed.

Address: 703 Oak St
PZE Process: Conditional Use Permit Amendment **Date Issued:** 9/3/2024
Project Description: To construct an outdoor playground at the current childcare facility
Project Progress: The property owner will be submitting the necessary permit applications.

Address: 1306 Chicago Ave
PZE Process: Variance **Date Issued:** 10/8/2024
Project Description: To split two parcels into equal lots to construct a duplex and variances from rear and front yard setback requirements.
Project Progress: The property owner has submitted the necessary permit applications and is working with the county on recordings.

Address: 2602 S 11th St
PZE Process: Conditional Use Permit **Date Issued:** 10/21/2024
Project Description: To add a propane storage tank to the property site.
Project Progress: The property owner will be submitting the necessary permit applications.

Address: 502 Juniper St **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/2/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

Address: 524 N 8th St **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/2/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

Address: 203 Hawkins Dr **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/2/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

Address: 214 S 8th St
PZE Process: Conditional Use Permit **Date Issued:** 12/2/2024
Project Description: To operate a brew pub at the Last Turn Saloon.
Project Progress: In progress

Address: 722 Laurel St
PZE Process: Conditional Use Permit **Date Issued:** 12/2/2024
Project Description: To convert the existing main floor commercial space into two (2) commercial units and the second floor into seven (7) residential apartment units
Project Progress: Property owner will submit the necessary applications.

Address: 722 Laurel St
PZE Process: Variance **Date Issued:** 12/2/2024
Project Description: From the parking requirements for the seven (7) units of additional housing and one (1) additional commercial space.
Project Progress: In progress with the CUP in the remodel process.

Address: 303 J St NE **COMPLETED**
PZE Process: Variance **Date Issued:** 01/06/2025
Project Description: Variance to exceed the fence height on the side yard (corner) setback requirement for 6' high fences.
Project Progress: Approved and completed.

Address: 9040 Country Manor Way
PZE Process: PUD Amendment **Date Issued:** 02/03/2025
Project Description: Amending the original planned unit development plans
Project Progress: In progress

R E S O L U T I O N

xx:25

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, the Brainerd Amateur Hockey Association has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Notch 8, 1551 Northern Pacific Rd, Brainerd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by the Brainerd American Legion Post #255 is hereby approved.

Adopted this 18th day of February 2025

MICHAEL O'DAY
President of the Council

Approved this 19th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Approve Crow Wing County 2025 Pavement Markings Agreement

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: Attached to this item is a proposed Construction Cost Share Agreement between the City of Brainerd and Crow Wing County. The agreement allows the City to have pavement markings painted as part of the County's larger pavement marking contract, thus providing some cost savings. The City reimburses the County for the City's portion of the pavement markings and 3% of the construction cost for administrative cost.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The estimated cost for the City's portion of the project is \$4,888.88. Including the 3% contract administrative fee, the total City cost is estimated to be \$5,035.46. Staff budgeted \$7,500 in the 10-Year Capital Improvement Plan. Costs for the project would be funded from Construction Fund 401.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the Construction Cost Share Agreement with Crow Wing County for 2025 Pavement Markings.

FINANCIAL IMPACT: Estimated \$5,035.46

**CONSTRUCTION COST SHARE AGREEMENT
WITH THE CITY OF BRAINERD – PROJECT NO. CP 18-200-144
FOR ROADWAY PAVEMENT MARKINGS ON
VARIOUS CITY OF BRAINERD STREETS**

This Agreement is made and entered into this day of _____, 2025, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Brainerd, 501 Laurel St., Brainerd, MN 56401 herein after referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that pavement markings desired by the City to be applied to various City streets have the potential to result in overall costs savings when combined with the County project which will provide for pavement markings to numerous county roadways, and

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled 2025 PAVEMENT MARKINGS, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of applying pavement markings to numerous County roadways and City streets as described in the plans and specifications entitled 2025 PAVEMENT MARKINGS on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the "Project").

II. Duties

A. Design and Construction

The County shall incorporate City provided quantities and maps into the overall bidding package for the Project unless otherwise stated in this agreement. A contract administration fee for the City roads, at a rate of three percent of the City's construction costs, shall be reimbursable from the City. The County shall do the calling for all bids and the acceptance of all bid proposals.

B. Inspection and Approval

The County and City shall each provide construction inspection and staking for their respective roadways for the Project and approval for acceptance of the work as it is completed. The City will ensure that City streets are swept and in a condition ready to receive pavement markings. The City will notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction contract by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated

construction costs and shall be so referred to herein. Actual final construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost for the City portion of the Project is \$4,888.80, as shown in Exhibit A. Participation in the construction costs is as follows:

1. The City shall pay one hundred percent (100%) of the cost of the pavement markings related to all City streets. The estimated cost to the City for these items is \$4,888.80. When adding the three percent contract administration costs of \$146.66, the total estimated cost to the City is \$5,035.46.

2. The County shall pay for one hundred percent (100%) of the pavement markings related to the remaining County roadways and through agreements with other project partners.

C. The total estimated cost to the City is only an estimate and the City agrees to pay its share of actual costs incurred by the County in fulfilling this agreement.

D. After the award of the construction contract for the Project, the County shall update the City as to the current City construction costs. The City shall reimburse the County for its costs within 30 days of receipt of final project costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This agreement shall terminate by either party only for breach of this Agreement or by mutual consent of the parties.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Auditor of Crow Wing County, 326 Laurel Street, Brainerd, Minnesota, 56401, on behalf of the County, and City of Brainerd, 501 Laurel St., Brainerd, MN 56401 on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

CITY OF BRAINERD

By: _____
Robert Hall
Assistant County Engineer

By: _____
Dave Badeaux
Mayor

Dated: _____

Dated: _____

Exhibit A

2025 PAVEMENT MARKING ESTIMATE				
BRAINERD QUANTITIES - COUNTY PROJECT 18-200-144				
Description	Unit	Price	Quantity	Amount
PAVEMENT MESSAGE PAINT	S F	\$2.70	24	\$64.80
4" SOLID LINE PAINT	L F	\$0.08	31,250	\$2,500.00
4" BROKEN LINE PAINT	L F	\$0.08	4,410	\$352.80
4" DOUBLE SOLID LINE PAINT	L F	\$0.16	12,320	\$1,971.20
				\$4,888.80

Estimated Construction Cost	\$ 4,888.80
Estimated Contract Admin. (3%)	\$ 146.66
Total Estimated Cost	\$ 5,035.46



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Approve TH 371B/Willow Roundabout Easements

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER:

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: Staff has received accepted offers from 6 of the original 12 properties for temporary/permanent easements for the TH 371B/Willow Street Roundabout project. Some modifications to the plan was made to eliminate the need for temporary easement acquisition from Parcel 3. Thus, only 11 total parcels require easement acquisition. The attached easements include the properties generally along the north portion of the east leg of Willow Street (excepting Speedway), most of the south side of the east leg of Willow Street (except the far east parcel), and the southern most parcels of the laundromat and Trinity Lutheran Church. If Council approves these easements, the easements will be sent to the County for recording and payment will be issued for the amounts as agreed upon.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Five parcels have not yet agreed to the initial offer presented by the City for the temporary and/or permanent easements. These will either soon finalize negotiations shortly or are currently in the eminent domain process. Staff is coordinating with SEH and the City Attorney on these five remaining parcels to work to keep the project on schedule.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the attached easements as presented for the TH 371B/Willow Street Roundabout project.

FINANCIAL IMPACT: \$27,222.00

(Above space reserved for recording data)

TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **DAVID PAUL BLUNDELL** and **KIMBERLY KAY BLUNDELL**, 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: 41361070 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

B: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the Parcel described in **Exhibit A** (hereinafter referred to the "**Temporary 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 EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials

upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

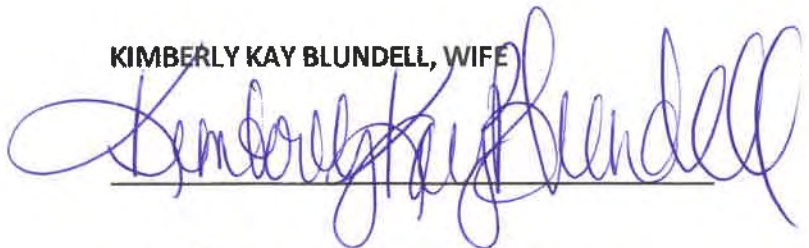
2. **CONDITION OF TEMPORARY EASEMENT.** Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

3. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

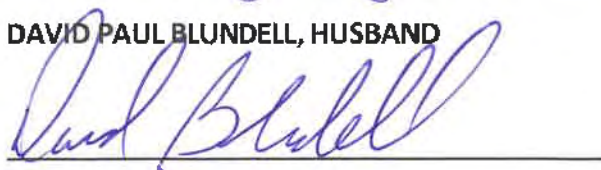
4. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 23rd day of December, 2024.

KIMBERLY KAY BLUNDELL, WIFE



DAVID PAUL BLUNDELL, HUSBAND



STATE OF MINNESOTA)

COUNTY OF Crow Wing,^{ss}

The foregoing instrument was acknowledged before me this 23rd day of December, 2024, by DAVID PAUL BLUNDELL and KIMBERLY KAY BLUNDELL, Individual.

Husband
Wife

T. C.

Notary Public

This instrument drafted by:

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



AGREEMENT

City of Brainerd – TH 371B and Willow Street Improvements Project

Parcel: 9

PID: 41361070

Fee Owner(s): Kimberly Blundell and David Blundell

This Agreement, made and entered into this 23rd day of December 2024, David Paul Blundell and Kimberly Kay Blundell, husband and wife, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

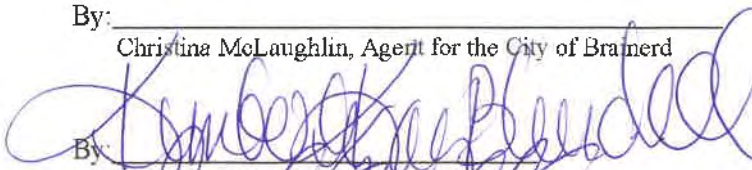
1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 90.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

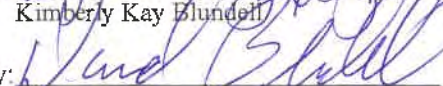
It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated _____ and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: _____

By: _____
Christina McLaughlin, Agent for the City of Brainerd

Date: 12-23-24

By: 
Kimberly Kay Blundell

By: 
David Paul Blundell



Building a Better World
for All of Us[®]

RECEIVED

JAN 13 2025



October 16, 2024

CITY OF BRAINERD
ADMINISTRATION

Lazy H Properties LLC
501 East Broadway
Little Falls, MN 56345

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
TH 371B AND WILLOW STREET IMPROVEMENTS | CITY OF BRAINERD
PARCEL NO.: 10 | PID: 41360512

Dear Landowner:

This letter constitutes the City of Brainerd's formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Brainerd hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$25,052.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is an appraisal report setting out the basis for this determination.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Brainerd previously, or with this offer, has provided you with a copy of "Guide for Property Owners" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting **all originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**
- Easement Documents – **Signed, dated and notarized**
- Agreement Document – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

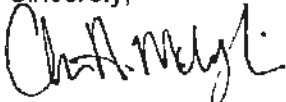
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Brainerd, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd Public Works Dept.

Attachments: Permanent and Temporary Easement
Easement Exhibit
Agreement
W-9 Form
Appraisal Report

SEH No. BRDMN 173744

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 19th day of DECEMBER, 2024, this *Offer to Purchase and Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.



Landowner Signature

(Above space reserved for recording data)

PERMANENT & TEMPORARY EASEMENTS

THIS EASEMENT GRANT is made by **LAZY H PROPERTIES LLC**, a Minnesota limited liability corporation, (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: 41360512 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

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

C: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the Parcel described in **Exhibit A** (hereinafter referred to the "**Temporary 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 PERMANENT EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Permanent Easement for roadway and utility purposes. Use of the Permanent Easement is hereby granted to Grantee for said purposes.

2. **IMPROVEMENTS OF PERMANENT EASEMENT.** Grantor acknowledges that Grantee may alter and improve the Permanent Easement premises in accordance with the design of the Grantee's choosing.

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

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

3. **GRANT OF TEMPORARY EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

4. **CONDITION OF TEMPORARY EASEMENT.** Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

5. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

6. **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 19th day of December, 2024.

LAZY H PROPERTIES LLC

By: 

Its: PRESIDENT

STATE OF MINNESOTA)
) ss
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 19th day of December, 2024, by Chris Hanneken, its President, LAZY H PROPERTIES LLC, A MINNESOTA LIMITED LIABILITY CORPORATION.


Notary Public

This instrument drafted by:

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



LEGAL LAND DESCRIPTION OF BURDENED PARCEL - DOCUMENT NO. 873009

The West 125 feet of the North 165 feet of Lot 1, Auditor's Subdivision of the East Half of the Northwest Quarter, Section 36, Township 45, Range 31.

DESCRIPTION OF PERMANENT EASEMENT

A perpetual easement over, under, and across that part of Lot 1, AUDITOR'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, according to the recorded plat thereof, Crow Wing County, Minnesota, described as follows:

Commencing at the intersection of the west line of said Lot 1 and the south line of the North 165 feet thereof; thence North 00 degrees 04 minutes 05 seconds East, assigned bearing along the west line of said Lot 1, a distance of 95.00 feet to the point of beginning; thence North 62 degrees 04 minutes 55 seconds East, 45.36 feet; thence North 80 degrees 32 minutes 54 seconds East, 25.17 feet; thence North 89 degrees 40 minutes 15 seconds East, 60.12 feet to the east line of the West 125.00 feet of said Lot 1; thence North 00 degrees 04 minutes 05 seconds East, 45.00 feet along said east line to the north line of said Lot 1; thence South 89 degrees 40 minutes 15 seconds West, 125.00 feet along said north line to northwest corner of said Lot 1; thence South 00 degrees 04 minutes 05 seconds West, 70.00 feet along the west line of said Lot 1 to the point of beginning and terminating thereat.

Said permanent easement contains 6,255 square feet, more or less.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across that part of Lot 1, AUDITOR'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, according to the recorded plat thereof, Crow Wing County, Minnesota, described as follows:

Beginning at the intersection of the west line of said Lot 1 and the south line of the North 165 feet thereof; thence North 00 degrees 04 minutes 05 seconds East, assigned bearing along the west line of said Lot 1, a distance of 95.00 feet; thence North 62 degrees 04 minutes 55 seconds East, 45.36 feet; thence North 80 degrees 32 minutes 54 seconds East, 25.17 feet; thence North 89 degrees 40 minutes 15 seconds East, 60.12 feet to the east line of the West 125.00 feet of said Lot 1; thence South 00 degrees 04 minutes 05 seconds West, 5.00 feet along said east line; thence South 89 degrees 40 minutes 15 seconds West, 85.00 feet; thence South 00 degrees 04 minutes 05 seconds West, 47.43 feet; thence South 89 degrees 51 minutes 22 seconds East, 5.00 feet; thence South 00 degrees 04 minutes 05 seconds West, 67.53 feet to the south line of the North 165.00 feet of said Lot 1; thence South 89 degrees 40 minutes 15 seconds West, 45.00 feet along said south line to the point of beginning and terminating thereat.

Said temporary easement contains 4,933 square feet, more or less.

EASEMENT EXHIBIT FOR:
Parcel 10 - 1301 6th St. S. (Lazy H Properties LLC)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
 Drawn By brw
 Surveyed By tjm
 Checked By djb

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.

Daniel J. Bamboom
 Daniel J. Bamboom, LS
 DATE 08/20/2024 LICENSE NO. 46562

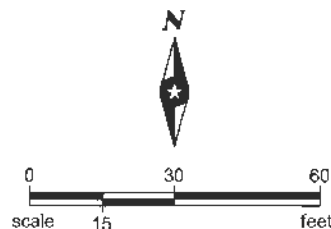


PHONE: 218.855.1700
 415 S. 4th St. Suite 101
 Brainerd, MN 56401-3540
 www.sehinc.com

1
of 2

80

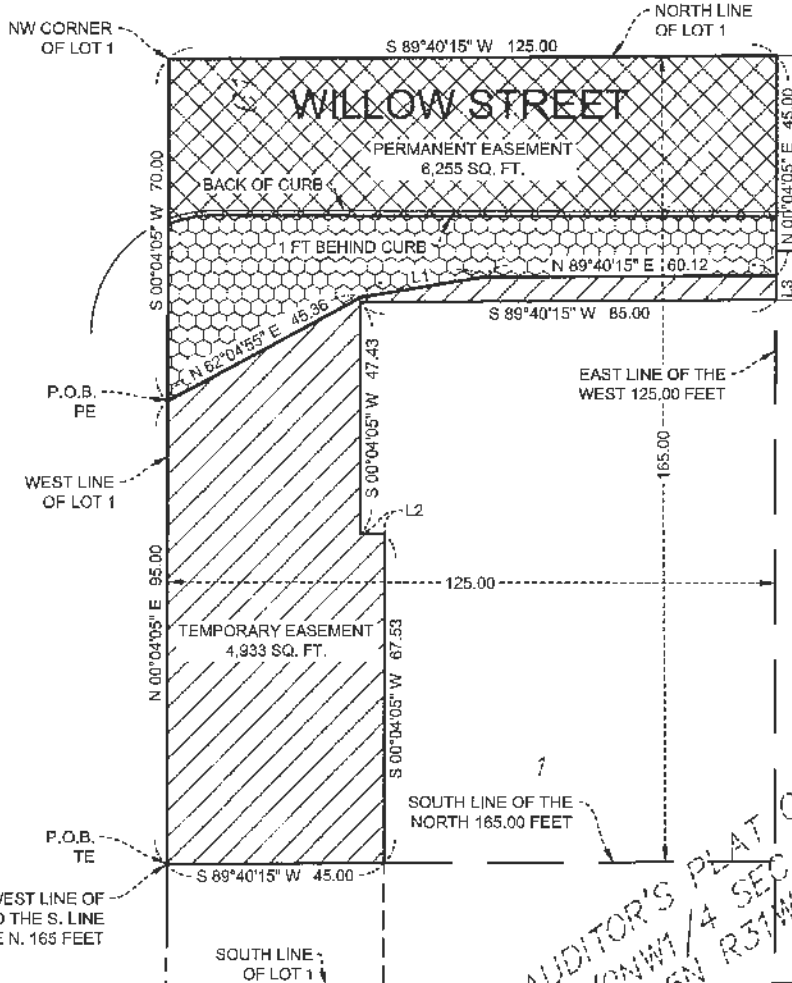
FIRST ADDITION TO THE
TOWN OF BRAINERD



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

BLOCK 319

T.H. 371B / VOYAGER HWY (S. 6TH ST.)



INT. OF THE WEST LINE OF
LOT 1 AND THE S. LINE
OF THE N. 165 FEET

100

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 80°32'54" E	25.17
L2	S 89°51'22" E	5.00
L3	S 00°04'05" W	5.00

- PERMANENT EASEMENT (PRESCRIPTIVE)
= 4,058 SQ. FT.
- PERMANENT EASEMENT (ADDITIONAL)
= 2,197 SQ. FT.
- TEMPORARY EASEMENT
= 4,933 SQ. FT.

AUDITOR'S PLAT OF
E1/BNW1/4 SEC 36
T45N R31W

EASEMENT EXHIBIT FOR:

Parcel 10 - 1301 6th St. S. (Lazy H Properties LLC)

BRAINERD,
MINNESOTA

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By djh

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.

Daniel J. Bemboom, LS
DATE 08/20/2024 LICENSE NO. 46562

SEH
PHONE: 218.255.1700
418 South 8th Street, Suite 101
Brainerd, MN 56401-2540
www.seh12.com

AGREEMENT

City of Brainerd – TH 371B and Willow Street Improvements Project

Parcel: 10

PID: 41360512

Fee Owner(s): Lazy H. Properties, LLC

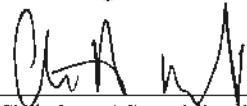
This Agreement, made and entered into this 19th day of ~~December~~ 2024, Lazy H. Properties, a limited liability company, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

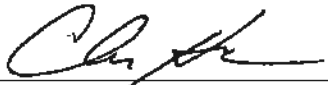
1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 25,052.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated 12/19/2024 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 12/19/24

By: 
Christina McLaughlin, Agent for the City of Brainerd

Date: 12/19/2024

By: 
Name: CHRIS HADDOX
Title: PRESIDENT



Building a Better World
for All of Us®

RECEIVED



NOV 13 2024

CITY OF BRAINERD
ADMINISTRATION

October 16, 2024

Moore Properties, Inc.
605 Laurel Street
Brainerd, MN 56401

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
TH 371B AND WILLOW STREET IMPROVEMENTS | CITY OF BRAINERD
PARCEL NO.: 11 | PID: 41360511

Dear Landowner:

This letter constitutes the City of Brainerd's formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Brainerd hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$1,230.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is an appraisal report setting out the basis for this determination.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Brainerd previously, or with this offer, has provided you with a copy of "Guide for Property Owners" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**
- Easement Documents – **Signed, dated and notarized**
- Agreement Document – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

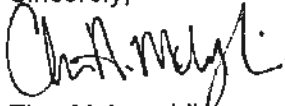
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

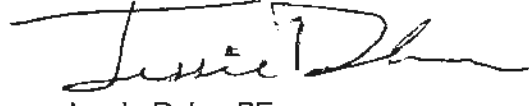
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Brainerd, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd Public Works Dept.

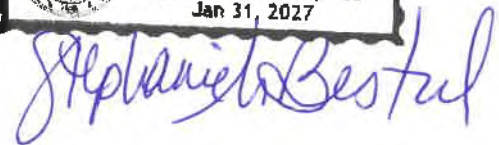
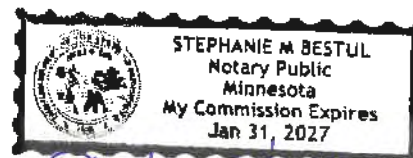
Attachments: Temporary Easement
Easement Exhibit
Agreement
W-9 Form
Appraisal Report

SEH No. BRDMN 173744

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 28th day of October, 2024, this *Offer to Purchase and Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.



Landowner Signature

(Above space reserved for recording data)

TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **MOORES PROPERTIES, INC.**, a Minnesota business corporation, (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: 41360511 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

B: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the Parcel described in **Exhibit A** (hereinafter referred to as the "**Temporary 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 EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials

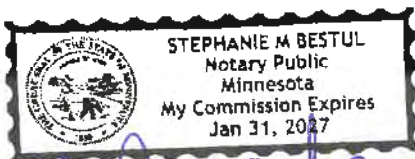
upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

2. **CONDITION OF TEMPORARY EASEMENT.** Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

3. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

4. **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 28th day of October, 2024.



Stephanie Bestul

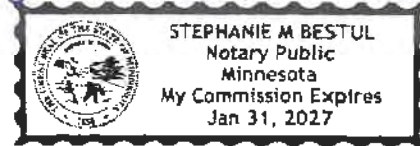
MOORES PROPERTIES, INC.

By: *Randall Jay Moore*
Its: *President*

STATE OF MINNESOTA)
COUNTY OF *Crow Wing*) ss

The foregoing instrument was acknowledged before me this 28th day of October, 2024, by Randall Moore, its President
MOORES PROPERTIES, INC., A MINNESOTA BUSINESS CORPORATION.

Stephanie M Bestul
Notary Public



This instrument drafted by:

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

LEGAL LAND DESCRIPTION OF BURDENED PARCEL - DOCUMENT NO. 680591

The West 125 feet of Lot 2, and the West 125 feet of the South 25 feet of Lot 1, Auditor's Plat of the East ½ of the Northwest ¼, Section 36, Township 45, Range 31, according to the recorded plat thereof, Crow Wing County, Minnesota.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across that part of Lots 1 and 2, AUDITOR'S PLAT OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, according to the recorded plat thereof, Crow Wing County, Minnesota, described as follows:

Beginning at the intersection of the west line of said Lot 1 and the north line of the South 25.00 feet of said Lot 1; thence South 00 degrees 04 minutes 05 seconds West, assigned bearing along the west lines of said Lots 1 and 2, a distance of 85.63 feet; thence North 89 degrees 47 minutes 55 seconds East, 10.00 feet; thence North 00 degrees 04 minutes 05 seconds East, 40.00 feet; thence North 89 degrees 47 minutes 55 seconds East, 35.00 feet; thence North 00 degrees 04 minutes 05 seconds East, 45.73 feet to the north line of the South 25.00 feet of said Lot 1; thence South 89 degrees 40 minutes 15 seconds West, 45.00 feet along said north line to the point of beginning and terminating thereat.

Said temporary easement contains 2,455 square feet, more or less.

EASEMENT EXHIBIT FOR:

Parcel 11 - 1307 6th St. S. (MOORES PROPERTIES, INC.)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By djb

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.

Daniel J. Bemboom
Daniel J. Bemboom, LS
DATE 08/01/2024 LICENSE NO. 46562



PHONE: 218.850.1700
416 South 6th Street, Suite 101
Brainerd MN 56601-2540
www.sehinc.com

1
of 2

PID: 41380511

80

T.H. 371B / VOYAGER HWY (S. 6TH ST.)

67

WILLOW STREET



0 30 60
scale 15 feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

AUDITOR'S PLAT OF
E1/2NW1/4 SEC 36
T45N R31W

INT. OF THE WEST LINE OF
LOT 1 AND THE N. LINE
OF THE S. 25 FEET
P.O.B.

TEMPORARY EASEMENT
2.455 SQ. FT.

WEST LINE
OF LOT 1

S 89°40'15" W 45.00

25.00

N 00°04'05" E 46.73

N 89°47'55" E 35.00

N 00°04'05" E 40.00

N 89°47'55" E 10.00

WEST LINE
OF LOT 2

NORTH LINE OF THE
SOUTH 25.00 FEET

SOUTH LINE
OF LOT 1

NORTH LINE
OF LOT 2

EAST LINE OF THE
WEST 125.00 FEET

2

100



TEMPORARY EASEMENT

Scale: 4119624-1-03 PIA (w/label) Plot: 4119624-2-10 PIA C:\Users\BRDMN\OneDrive\Documents\4119624-2\4119624-2-10.dwg 08/01/2024 11:49 AM

EASEMENT EXHIBIT FOR:

Parcel 11 - 1307 6th St. S. (MOORES PROPERTIES, INC.)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By djb

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.

Daniel J. Bamboom
Daniel J. Bamboom, LS
DATE 08/01/2024 LICENSE NO. 46562



PID# 216-855-1703
414 South 6th Street, S./Box 121
Brainerd, MN 56601-3540
www.sehinc.com

2
of 2

AGREEMENT

City of Brainerd -- TH 371B and Willow Street Improvements Project

Parcel: 11
PID: 41360511
Fee Owner(s): Moores Properties, Inc.

This Agreement, made and entered into this 28 day of October, 2024, Moores Properties, Inc., real property in Crow Wing County, Minnesota, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 1,230.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

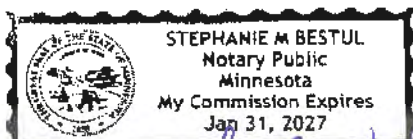
It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated 10/28/24 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 10/28/24

By: [Signature]
Christina McLaughlin, Agent for the City of Brainerd

Date: 10/28/24

By: [Signature]
Name: Randall Jay Moores
Title: President



[Signature]



Building a Better World
for All of Us™



October 16, 2024

Nancy Patterson
615 Willow Street
Brainerd, MN 56401

SUBJECT: OFFER TO PURCHASE
PERMANENT AND TEMPORARY EASEMENT
TH 371B AND WILLOW STREET IMPROVEMENTS | CITY OF BRAINERD
PARCEL NO.: 5 | PID: 41240554

Dear Landowner:

This letter constitutes the City of Brainerd's formal offer for the purchase of the necessary permanent and temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Brainerd hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$370.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is an appraisal report setting out the basis for this determination.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Brainerd previously, or with this offer, has provided you with a copy of "Guide for Property Owners" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**
- Easement Documents – **Signed, dated and notarized**
- Agreement Document – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

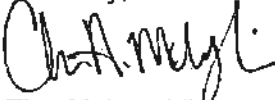
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

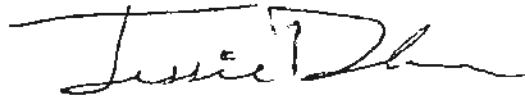
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Brainerd, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



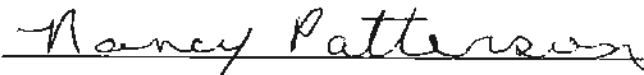
Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd Public Works Dept.

Attachments: Permanent and Temporary Easement
Easement Exhibit
Agreement
W-9 Form
Appraisal Report

SEH No. BRDMN 173744

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 13th day of December, 20 24, this *Offer to Purchase* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.



Landowner Signature

{Above space reserved for recording data}

PERMANENT & TEMPORARY EASEMENTS

THIS EASEMENT GRANT is made by **NANCY K. PATTERSON**, 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: 41240554 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

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

C: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the Parcel described in **Exhibit A** (hereinafter referred to the "**Temporary 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 PERMANENT EASEMENT. The Grantor hereby grants to the Grantee, and its successors and assigns, the Permanent Easement for roadway and utility purposes. Use of the Permanent Easement is hereby granted to Grantee for said purposes.

2. IMPROVEMENTS OF PERMANENT EASEMENT. Grantor acknowledges that Grantee may alter and improve the Permanent Easement premises in accordance with the design of the Grantee's choosing.

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

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

3. GRANT OF TEMPORARY EASEMENT. The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

4. CONDITION OF TEMPORARY EASEMENT. Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

5. WARRANTIES OF TITLE. Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

6. 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 13th day of December, 2024.

NANCY K. PATTERSON, INDIVIDUAL

Nancy Patterson

STATE OF MINNESOTA)
COUNTY OF Crow Wing)^{ss}

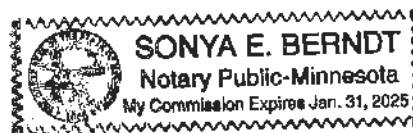
The foregoing instrument was acknowledged before me this 13th day of December, 2024, by NANCY K. PATTERSON, INDIVIDUAL.

[Signature]

Notary Public

This instrument drafted by:

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





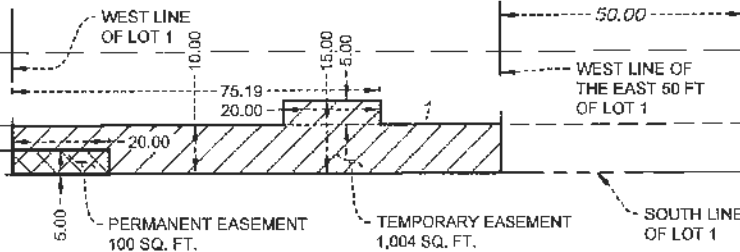
0 30 60
scale 15 feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

FIRST ADDITION TO THE
TOWN OF BRAINERD

BLOCK 319

80



WILLOW STREET

SOUTH 7TH STREET

AUDITOR'S PLAT OF
E1/2NW1/4 SEC 36
T48N R31W



PERMANENT EASEMENT

TEMPORARY EASEMENT

80

EASEMENT EXHIBIT FOR:
Parcel 5 - 615 Willow St. (Nancy K. Patterson)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By djb

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.

Daniel J. Bamboom
Daniel J. Bamboom, LS
DATE 06/04/2024 LICENSE NO. 46562



2
of 2

Save: 06/06/2024 11:07 AM D:\BRAINERD\BRDMN173744\Survey\02-CAD\05-Aug\BRDMN173744-055.dwg

AGREEMENT

City of Brainerd – TH 371B and Willow Street Improvements Project

Parcel: 5

PID: 41240554

Fee Owner(s): Nancy K. Patterson

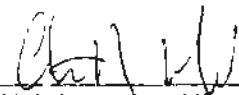
This Agreement, made and entered into this 13 day of December 2024, Nancy K. Patterson, a single person, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 370.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated 12/13/24 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 12/13/24

By: 
Christina McLaughlin, Agent for the City of Brainerd

Date: 12/13/24

By: 
Nancy K. Patterson



Building a Better World
for All of Us®



October 16, 2024

Trevor Pumnea
623 Willow Street
Brainerd, MN 56401

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
TH 371B AND WILLOW STREET IMPROVEMENTS | CITY OF BRAINERD
PARCEL NO.: 6 | PID: 41240555

Dear Landowner:

This letter constitutes the City of Brainerd's formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Brainerd hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$100.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is an appraisal report setting out the basis for this determination.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Brainerd previously, or with this offer, has provided you with a copy of "*Guide for Property Owners*" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**
- Easement Documents – **Signed, dated and notarized**
- Agreement Document – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

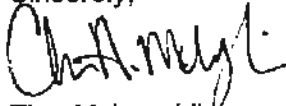
507.288.8484 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

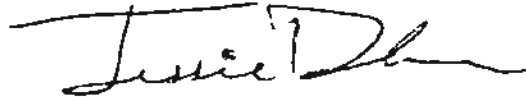
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Brainerd, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd Public Works Dept.

Attachments: Temporary Easement
Easement Exhibit
Agreement
W-9 Form
Appraisal Report

SEH No. BRDMN 173744

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 23rd day of January, 20 25, this *Offer to Purchase and Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.



Landowner Signature

(Above space reserved for recording data)

TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **TREVOR PUMNEA**, 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: 41240555 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

B: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the **Parcel** described in **Exhibit A** (hereinafter referred to the "**Temporary 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 EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials

upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

2. **CONDITION OF TEMPORARY EASEMENT.** Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

3. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

4. **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 23 day of January, 2024. 2025 TH

TREVOR PUMNEA, INDIVIDUAL



STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing)

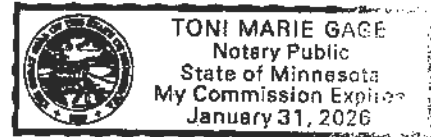
The foregoing instrument was acknowledged before me this 23rd day of January, 2024, by TREVOR PUMNEA, INDIVIDUAL.

Toni Marie Gage

Notary Public

This instrument drafted by:

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



LEGAL LAND DESCRIPTION OF BURDENED PARCEL - DOCUMENT NO. 991079

The East 50 feet of Lots 1, 2, 3, and 4, Block 319, First Addition to the Town of Brainerd, Crow Wing County, Minnesota.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across the South 10.00 feet of the East 50.00 feet of Lot 1, Block 319, FIRST ADDITION TO THE TOWN OF BRAINERD, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said temporary easement contains 500 square feet, more or less.

EASEMENT EXHIBIT FOR:

Parcel 6 - 623 Willow St. (Trevor Pumnea)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
 Drawn By brw
 Surveyed By tjm
 Checked By djb

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.

Daniel J. Bemboam
 Daniel J. Bemboam, LS
 DATE 06/04/2024 LICENSE NO. 46562



PHONE: 218.800.1700
 416 South 4th Street, Suite 101
 Brainerd, MN 56601-0540
 www.sehinc.com

1
 of 2

AGREEMENT

City of Brainerd – TH 371B and Willow Street Improvements Project

Parcel: 6

PID: 41240555

Fee Owner(s): Trevor Pumnea

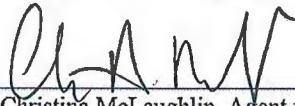
This Agreement, made and entered into this 27 day of January, 2025, Trevor Pumnea, a single person, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

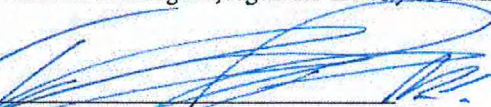
1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 100.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated 1/27/25 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 1/27/25

By: 
Christina McLaughlin, Agent for the City of Brainerd

Date: 1/23/25

By: 
Trevor Pumnea



Building a Better World
for All of Us™



October 16, 2024

Trinity Lutheran Church
1420 6th Street South
Brainerd, MN 56401

SUBJECT: OFFER TO PURCHASE
TEMPORARY EASEMENT
TH 371B AND WILLOW STREET IMPROVEMENTS | CITY OF BRAINERD
PARCEL NO.: 12 | PID: 41361048

Dear Landowner:

This letter constitutes the City of Brainerd's formal offer for the purchase of the necessary temporary construction easement (Easement) associated with the above referenced project. The Easement is to allow the construction contractor access to the project while completing the construction. The City of Brainerd hereby offers all parties who may have an interest in the real estate to be acquired in the sum of **\$380.00**, which has been determined to be just compensation for such Easement and rights based upon the fair market value of the property. Attached to this letter is an appraisal report setting out the basis for this determination.

This offer is made pursuant to the procedures provided for under Minnesota law. The City of Brainerd previously, or with this offer, has provided you with a copy of "Guide for Property Owners" pamphlet.

You will have a reasonable length of time to consider the offer. If you accept the offer, the Easement will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO PURCHASE is only for the verification that such an offer has been made to you and verification that you were provided a copy of the valuation and that the brochure explaining the easement acquisition process and the owner's rights, privileges and obligations was provided to you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer letter.

I am requesting all **originals** be returned to me via mail in the prepaid envelope enclosed or please set up a time to meet to have these documents signed in-person. The original documents needed are:

- Acknowledgement of Receipt of Offer (second page of offer letter) – **Signed and dated**
- Easement Documents – **Signed, dated and notarized**
- Agreement Document – **Signed and dated**

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573

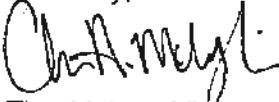
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

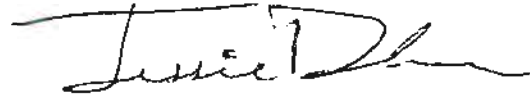
- W-9 Form – **Filled and signed** with either your company ID # or your name/social (whichever you would like the check made out to)

On behalf of the City of Brainerd, I wish to thank you for your cooperation and assistance, and I look forward to working with you toward a mutually satisfactory completion of the acquisition of the temporary easement. Please do not hesitate to contact me at 507.251.2519 or tmclaughlin@sehinc.com with any questions you may have.

Sincerely,



Tina McLaughlin
Right of Way Specialist
Short Elliott Hendrickson Inc.



Jessie Dehn, PE
City Engineer/Public Works Director
City of Brainerd Public Works Dept.

Attachments: Temporary Easement
Easement Exhibit
Agreement
W-9 Form
Appraisal Report

SEH No. BRDMN 173744

ACKNOWLEDGEMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 18 day of December, 2024, this *Offer to Purchase and Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.


Landowner Signature

Whitney Jostrand

Trinity Lutheran Church, Brainerd MN
Property Liaison

(Above space reserved for recording data)

TEMPORARY EASEMENT

THIS EASEMENT GRANT is made by **TRINITY LUTHERAN CHURCH**, a Minnesota nonprofit corporation, (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: 41361048 (hereinafter referred to as the "**Parcel**") and legally described in **Exhibit A**.

B: The Grantor wishes to grant and convey to Grantee a temporary easement for construction purposes, under, across, and through those parts of the Parcel described in **Exhibit A** (hereinafter referred to the "**Temporary 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 EASEMENT.** The Grantor hereby grants to the Grantee, and its successors and assigns, the Temporary Easement for construction purposes. Use of the Temporary Easement is hereby granted to Grantee for said purposes, including the right of the Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of grading and excavation for construction purposes, together with the right to cut, trim, or remove all grass, trees, brush, undergrowth, buildings, structures, improvements, or other obstructions from the Temporary Easement area, as well as the right to deposit construction materials

upon the Temporary Easement area and to deposit or remove earthen materials from the Temporary Easement area.

2. **CONDITION OF TEMPORARY EASEMENT.** Grantee shall restore the Temporary Easement area to a condition equal to its condition prior to the commencement of construction, not including damage not caused by Grantee or damage for which Grantor is being compensated by Grantee, unless otherwise agreed to between Grantor and Grantee in writing. Grantee will defend, indemnify and hold Grantor harmless from personal injuries and property damage, including attorneys' fees and costs, arising out of or relating to its use of the Temporary Easement area that are not proximately caused by the negligence of Grantor.

3. **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Permanent and Temporary Easements provided herein, free and clear of all other claims and encumbrances.

4. **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.

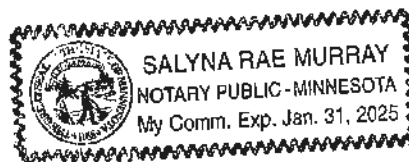
IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 18 day of December, 2024.

**TRINITY LUTHERAN CHURCH, MINNESOTA
NONPROFIT CORPORATION**

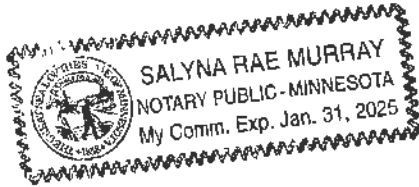
By: Whitney J. Jostad

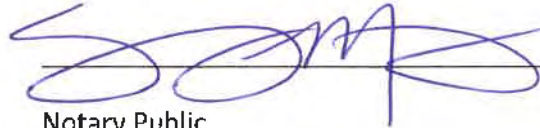
Its: Property Liason

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing)



The foregoing instrument was acknowledged before me this 18th day of December, 2024, by Whitney Slostrand, its property liason
TRINITY LUTHERAN CHURCH, A MINNESOTA NONPROFIT CORPORATION.




Notary Public

This instrument drafted by:

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

LEGAL LAND DESCRIPTION OF BURDENED PARCEL - BOOK 139 OF DEEDS, PAGE 327

All of the North 771 feet of Lot Seven (7), of Auditor's Plat of the East One-half of the Northwest Quarter (E1/2NW1/4), Section Thirty-six (36), Township Forty-five (45), Range Thirty-one (31), except the North 200 feet of the West 125 feet thereof and also except the North 100 feet of the East 150 feet thereof,

EXCEPT

That part of Lot Seven (7) of the Auditor's Plat of the East One-half of the Northwest Quarter (E1/2NW1/4), Section Thirty-six (36), Township Forty-five (45), Range Thirty-one (31), described as follows: Beginning at the Southeast corner of Lot Five (5), Block One (1), Woodland Park Addition to Brainerd, thence North assumed bearing 155.00 feet along the east line of said Block One (1), thence North 89 degrees 52 minutes East 125.00 feet along the south line of the North 200 feet of said Lot Seven (7), thence South 38 degrees 49 minutes 55 seconds West 199.35 feet to the place of beginning.

AND ALSO EXCEPT

That part of Lot Seven (7) of the Auditor's Plat of the East One-half of the Northwest Quarter (E1/2NW1/4), Section Thirty-six (36), Township Forty-five (45), Range Thirty-one (31) according to the plat on file in the Crow Wing County Records office described as follows: Commencing at the southeast corner of Block 317, First Addition to Brainerd, according to the recorded plat thereof on file in said Crow Wing County Records office; thence South 00 degrees 05 minutes 59 seconds East, assumed bearing, 21.20 feet along the southerly projection of the east line of said Block 317 to the north line of said Lot 7 and its easterly projection; thence South 89 degrees 48 minutes 11 seconds West 333.12 feet along the north line of said Lot 7 to the point of beginning of the tract to be described; thence southeasterly 169.61 feet along a non-tangential curve, concave to the northeast, central angle 22 degrees 05 minutes 10 seconds, radius 440.00 feet and the chord of said curve bears South 73 degrees 51 minutes 59 seconds East to the westerly line of the tract deeded to Knoll by the deed recorded in Book 225 of Deeds, page 577 in said Crow Wing County Records office; thence North 00 degrees 05 minutes 31 seconds West, not tangent to the last described curve, 47.40 feet along said westerly with of the Knoll tract to said north line of Lot 7; thence South 89 degrees 48 minutes 11 seconds West 161.85 feet along said north line of Lot 7 to the point of beginning.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across the South 145.00 feet of the North 245.00 feet of the West 20.00 feet of the East 40.00 feet of Lot 7, AUDITOR'S PLAT OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said permanent easement contains 2,900 square feet, more or less.

EASEMENT EXHIBIT FOR:

Parcel 12 - 1420 6th St. S. (Trinity Lutheran Church)

**BRainerd,
MINNESOTA**

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By djb

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.

Daniel J. Bamboorn
Daniel J. Bamboorn, LS

DATE 06/04/2024 LICENSE NO. 46562



1
of 2

PID: 41361046



0 30 60
scale 15 feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

NORTH LINE
OF LOT 7

WILLOW STREET

131

100.00

245.00

145.00

TEMPORARY EASEMENT
2,900 SQ. FT.

20.00

20

40

40

40.00

CENTER LINE OF
T.H. 371B

T.H. 371B / VOYAGER HWY (S. 6TH ST.)

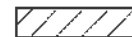
EAST LINE
OF LOT 7

20

40

40

AUDITOR'S PLAT OF
E1/2NW1/4 SEC 36
T45N R31W



TEMPORARY EASEMENT

EASEMENT EXHIBIT FOR:

Parcel 12 - 1420 6th St. S. (Trinity Lutheran Church)

**BRAINERD,
MINNESOTA**

SEH Project BRDMN173744
Drawn By brw
Surveyed By tjm
Checked By cjb

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.

Daniel J. Brainerd
Daniel J. Brainerd, LS
DATE 06/04/2024 LICENSE NO. 46562



PHONE: 218.855.1700
110 South 6th Street, Suite 301
Brainerd, MN 56301-5540
www.sehinc.com

2
of 2

Save: 06/22/24 11:10 AM Printed Plot: 06/22/24 11:11 AM X:\AEBURD\BDMN173744\Survey\BDMN173744\15.dwg

AGREEMENT

City of Brainerd – TH 371B and Willow Street Improvements Project

Parcel: 12

PID: 41361048

Fee Owner(s): Trinity Lutheran Church

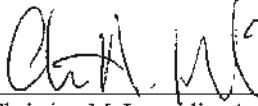
This Agreement, made and entered into this 18 day of December, 2024, Trinity Lutheran Church, a religious corporation under the laws of the State of Minnesota, hereinafter referred to as "Owner(s)" of the above-described parcel property located in the City of Brainerd, County of Crow Wing, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City of Brainerd.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the City of Brainerd TH 371B and Willow Street Improvements project.
2. The Owner(s) understand and acknowledge that the Agent for the City of Brainerd has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.
3. That in full compensation for the conveyance of said property, the City of Brainerd shall pay the Owner(s) the sum of \$ 380.00 for easement(s), fee title and/or damages. Owner(s) understand that payment by the City of Brainerd must await recording, City Council approval, verification of marketable title and lender consents, if needed.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Conveyance Document(s) dated 12/18/24 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 12/18/24

By: 
Christina McLaughlin, Agent for the City of Brainerd

Date: 12/18/24

By: 
Name: Whitney Sjostrand
Title: Property Liaison

INDEPENDENT AUDIT REPORT

Chief John Davis
Brainerd Police Department
225 E. River Rd.
Brainerd, MN 56401

Dear Chief Davis:

An independent audit of Brainerd Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on January 21, 2025. The objective of the audit was to verify Brainerd Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

Brainerd Police Department is located in Crow Wing County, Minnesota and is authorized for twenty-seven (27) peace officers. Brainerd Police Department utilizes Axon body-worn cameras and Evidence.com cloud-based evidence management storage. The audit covers the period November 1, 2022, through December 31, 2024.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

Brainerd Police Department BWC data is presumptively private. All data collected during the audit period is classified as private or non-public data. Brainerd Police Department had no incidents of the discharge of a firearm by a peace officer, use of force that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

Brainerd Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. At the conclusion of a BWC recording, officers assign meta data, including an Evidence.com category, to the recording. Each category has an associated retention period. Upon reaching its retention date, evidence is systematically deleted. Deletion of the data is captured in the audit trail.

An Evidence Created Report of all BWC data created and deleted during the audit period was produced from Evidence.com. Records from the Evidence Created Report were reviewed, and the date and time the data was created was verified against the deletion date. One record was deleted in less than the ninety (90) days required by statute. All other records were deleted or maintained in accordance with the record retention schedule and were retained for at least the minimum ninety (90) days required by statute. Randomly selected audit trail reports were verified against the Evidence Created Report and each record was deleted or maintained in accordance with the record retention schedule.

Brainerd Police Department had received no requests from data subjects to retain BWC data beyond the applicable retention period.

Sergeants monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

Discrepancy noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a City of Brainerd Body Worn Camera Video Request-Data Subject form. During the audit period, Brainerd Police Department had received no requests to view BWC video but did receive and fulfill requests for copies of BWC video from data subjects. Data subjects who had not consented to the release of data were redacted. A copy of the redacted video is stored in Evidence.com along with the original copy. Access requests are documented on an Excel spreadsheet.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Brainerd Police Department's BWC inventory consists of twenty-eight (28) devices. An inventory report produced from Evidence.com detailed the number of recording devices owned and maintained by the agency. The inventory included the device model, serial number, device name, officer assigned to the device, date of last upload, device status, error status, firmware version, warranty date, last docked, and camera state.

Brainerd Police Department's BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to ensure their BWC is in good working order at the beginning of each shift. Officers are required to report any malfunction or damage to the BWC coordinator or on-duty supervisor and obtain a functioning device as soon as practicable.

Peace officers were trained on the use of the BWC system by an Axon trainer during implementation. Newly hired officers are trained as part of their field training program.

Officers working on randomly selected dates, and randomly selected calls for service, were compared to Evidence.com and the Evidence Created Report and confirmed that BWC are being deployed and officers are wearing and activating their BWCs. A review of the total number of BWC videos created per quarter and a comparison to calls for service shows a consistent collection of BWC data.

Evidence.com queries detail the total amount of BWC data created, stored/maintained, and deleted. Brainerd Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in Evidence.com. BWC video is fully deleted from Evidence.com upon reaching its scheduled deletion date. Meta data and audit trails are maintained in Evidence.com after deletion of BWC audio and video.

BWC data is available upon request, and access may be requested by submission of a City of Brainerd Body Worn Camera Video Request-Data Subject form.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

Brainerd Police Department's BWC policy states that only department-issued BWCs should be

used.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Supervisors conduct quarterly random reviews of BWC data to ensure BWC data is properly categorized and that BWCs are being used in compliance with policy.

Nonpublic BWC data is only available to persons whose work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of roles and permissions in Evidence.com. Roles and Permissions are administered by the Lieutenant. Permissions are based on staff work assignments. Access to Evidence.com is password protected and requires dual authentication.

The BWC policy governs access to BWC data. The policy authorizes members to access to BWC data pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. The BWC policy states that any member who accesses or releases BWC media without authorization may be subject to discipline.

When BWC data is deleted from Evidence.com, its contents cannot be determined. Brainerd Police Department has had no security breaches. A BCA CJIS security audit was conducted in June of 2022.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

Brainerd Police Department's BWC and Records Maintenance and Release policies govern the sharing of BWC data. BWC data may be shared with other law enforcement agencies and criminal justice entities pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. Law enforcement agencies seeking access to BWC data are required to submit a written request. Secure electronic sharing of data within Evidence.com is captured in the audit trail. Sharing of data is documented in the records management system dissemination log and the Evidence.com Sharing Audit Report.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

Evidence.com and the Evidence Created Report document the date and time portable recording system data were collected and deleted. All BWC data collected during the audit period is classified as private or nonpublic data. The Evidence.com audit trail, the records management system, and the Sharing Audit Report document how the data are used. The audit trail is maintained in Evidence.com after deletion of video.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

An Axon CJIS Compliance White paper outlines the specific security policies and practices for Evidence.com and how they are compliant with the CJIS Security Policy. Axon has signed the CJIS Security Addendum in all states and has performed statewide CJIS-related vendor requirements in Minnesota. Axon has incorporated the CJIS Security Addendum by reference into the Axon Master Services and Purchase Agreement. Axon maintains signed CJIS Security Addendum certification pages for Axon personnel. Authorized Axon personnel are required to complete Level 4 CJIS Security Training upon assignment and biennially thereafter.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

Brainerd Police Department solicited for public comment on the purchase, implementation, and proposed policy of a BWC system. Brainerd City Council held a public hearing at their September 5, 2017, meeting.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been

established and is enforced.

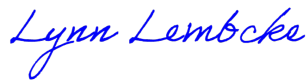
Brainerd Police Department's BWC policy is posted on the agency's website. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3(b).

No discrepancies noted.

This report was prepared exclusively for the City of Brainerd and Brainerd Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: February 12, 2025

Lynn Lembcke Consulting



Lynn Lembcke



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discuss Municipal Dispensary Partnership

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Nick Broyles, City Administrator, James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE: According to Public Health Law Center, "The cannabis law authorizes cities and counties to establish, own, and operate a municipal cannabis retail store. From a public health standpoint, this provision of the law creates a favorable opportunity for local government to safeguard the public health, welfare, and safety of its citizens by owning and operating its own retail establishment. However, a municipal cannabis store cannot be included in any limitation on the number of licensed cannabis retailers, so any local unit of government would be unable to create a retail monopoly within its jurisdiction. In addition, the OCM may deny a municipality a retail license if it determines that its issuance would be inconsistent with its statutory mandate of ensuring market stability, ensuring a sufficient supply of cannabis flower and cannabis products to meet demand, ensuring a competitive market, and limiting the sale of unregulated products. Additional research is also needed for municipally run retail businesses, including the legal liability and insurance coverage implications for local government."

The Brainerd City Code allows for a total of two retail dispensaries regardless of the number of dispensaries located in Crow Wing County. A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342. Municipal licenses will be issued before retail licenses are approved and issued to the general public.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Numerous companies have approached the City of Brainerd regarding a partnership for a municipal dispensary. Key partnership highlights generally include:

1. 100% upfront capital investment by the partnering group
2. Shared profit structure benefiting municipal infrastructure and services
3. Proven track record of successful collaborations with municipal governments
4. Comprehensive regulatory compliance and professional operational management

Case Study: The Grand Rapids, MN, City Council unanimously approved an agreement with Voyageur Cannabis Services at its meeting Monday, Feb. 10, to prepare and submit a license application on the

city's behalf. The approval allowed staff to continue looking into a municipal dispensary and allowed for the submittal of an application to the State. However, the city has not yet fully committed to opening and operating a municipal dispensary. Staff has included a link to the article that provides revenue projections and additional information.

<https://www.kaxe.org/local-news/2025-02-11/grand-rapids-mn-apply-municipal-cannabis-license>

RECOMMENDED ACTION/MOTION: Discussion and direction to staff.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discussion of the Number of Years of Interest Collection on Deferred Assessments

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Questions were asked at the last Council meeting why interest was only calculated for 10 years on the Beaver Dam Road deferred assessment, and why if someone defers an assessment due to a hardship, interest only accrues for 10 years.

Attached is resolution 79:06, which in item number 3 states: Interest on deferred assessment will accrue at a rate of five and three quarter (5 3/4) percent per annum through 2016.

Also attached is the Street and Sewer Assessment policy. Page 4, number 6 talks about a deferment of an assessment due to a financial hardship. It states: After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid or the property is sold.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: If this language was in a resolution and in a City policy, is there a state statute that would be applicable.

Attached is Mn State Statute 429.061. Subd. 2 talks about interest on an assessment. I have asked the City Attorney review the statute as well. How I read it is:

- Assessments are to be paid in equal installments and will accrue interest at the rate set in the resolution over the time period stated in the resolution.

If the Council can change the policy to have interest to continue to accrue, in the case of the Beaver Dam deferred assessment, the deferred assessment amount would have been principal of \$64,950.52 and outstanding interest of \$70,958 (19 years at 5.75% annually), for a total of \$135,909, rather than \$102,297.

RECOMMENDED ACTION/MOTION: Discussion on the number of years interest is to accrue on a deferred assessment.

FINANCIAL IMPACT:

**RESOLUTION
NO. 79:06**

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 the improvement of the following described streets, alleys, and utilities in the City of Brainerd:

IMPROVEMENT NO. 05-18

Beaver Dam Road from Northtown Street to CSAH 49

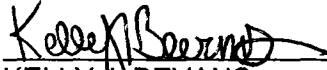
Watermain and Sanitary Sewer

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

1. Such proposed assessment, as amended, 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, levied against improved properties, 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, 2007, and shall bear interest at the rate of five and three quarter (5 $\frac{3}{4}$) percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from November 6, 2006 until December 31, 2007. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. Assessments against unimproved properties being deferred pursuant to Minn. Stat. 429.061, subd. 2 may remain deferred until the property is subdivided by plat. If a connection is made to the utilities without the property being subdivided, a connection charge as determined by Council Resolution will either be payable or may be certified for collection in equal installments beginning with the next tax levy year and ending in 2016. The connection Charge shall be deducted from the deferred assessment. Interest on deferred assessments will accrue at the rate of five and three quarter (5 $\frac{3}{4}$) percent per annum through 2016. Upon the subdivision by plat of the unimproved property the deferred assessment shall become payable and may be divided among the parcels created and certified for collection in equal installments beginning with the next tax levy year and ending in 2016.
4. 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. Such payment must be made before November 15 or interest will be charged through December 31, of the next succeeding year.

5. 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.

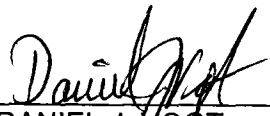
Adopted this 20th day of November, 2006.


KELLY J. BEVANS
President of the Council

Approved this 21st day of November, 2006.


JAMES E. WALLIN
Mayor

ATTEST:


DANIEL J. VOST
City Administrator

City of Brainerd, Minnesota

Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup its cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

Pursuant to Council Action – Properties not Abutting the City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.

2024 Minnesota Statutes

Authenticate  PDF

429.061 ASSESSMENT PROCEDURE.

Subdivision 1. **Calculation, notice.** At any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the council, the council shall determine by resolution the amount of the total expense the municipality will pay, other than the amount, if any, which it will pay as a property owner, and the amount to be assessed. If a county proposes to assess within the boundaries of a city for a county state-aid highway or county highway, including curbs, gutters, and storm sewers, the resolution must include the portion of the cost proposed to be assessed within the city. The county shall forward the resolution to the city and it may not proceed with the assessment procedure nor may the county allocate any cost under this section for property within the city unless the city council adopts the resolution approving the assessment. Thereupon the clerk, with the assistance of the engineer or other qualified person selected by the council, shall calculate the proper amount to be specially assessed for the improvement against every assessable lot, piece or parcel of land, without regard to cash valuation, in accordance with the provisions of section [429.051](#). The proposed assessment roll shall be filed with the clerk and be open to public inspection. The clerk shall thereupon, under the council's direction, publish notice that the council will meet to consider the proposed assessment. Such notice shall be published in the newspaper at least once and shall be mailed to the owner of each parcel described in the assessment roll. For the purpose of giving mailed notice under this subdivision, owners shall be those shown to be such on the records of the county auditor or, in any county where tax statements are mailed by the county treasurer, on the records of the county treasurer; but other appropriate records may be used for this purpose. Such publication and mailing shall be no less than two weeks prior to such meeting of the council. Except as to the owners of tax-exempt property or property taxes on a gross earnings basis, every property owner whose name does not appear on the records of the county auditor or the county treasurer shall be deemed to have waived such mailed notice unless the owner has requested in writing that the county auditor or county treasurer, as the case may be, include the name on the records for such purpose. Such notice shall state the date, time, and place of such meeting, the general nature of the improvement, the area proposed to be assessed, the total amount of the proposed assessment, that the proposed assessment roll is on the file with the clerk, and that written or oral objections thereto by any property owner will be considered. The notice must also state that no appeal may be taken as to the amount of any assessment adopted pursuant to subdivision 2, unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The notice shall also state that an owner may appeal an assessment to district court pursuant to section [429.081](#) by serving notice of the appeal upon the mayor or clerk of the municipality within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk. The notice shall also inform property owners of the provisions of sections [435.193](#) to [435.195](#) and the existence of any deferment procedure established pursuant thereto in the municipality. In addition, the notice mailed to the owner must state in clear language the following information:

- (1) the amount to be specially assessed against that particular lot, piece, or parcel of land;
- (2) adoption by the council of the proposed assessment may be taken at the hearing;
- (3) the right of the property owner to prepay the entire assessment and the person to whom prepayment must be made;
- (4) whether partial prepayment of the assessment has been authorized by ordinance;
- (5) the time within which prepayment may be made without the assessment of interest; and
- (6) the rate of interest to be accrued if the assessment is not prepaid within the required time period.

Subd. 2. **Adoption; interest.** At such meeting or at any adjournment thereof the council shall hear and pass upon all objections to the proposed assessment, whether presented orally or in writing. The council may amend the proposed assessment as to any parcel and by resolution adopt the same as the special assessment against the lands named in the assessment roll. Notice of any adjournment of the hearing shall be adequate if the minutes of the meeting so adjourned show the time and place when and where the hearing is to be continued.

The council may consider any objection to the amount of a proposed assessment as to a specific parcel of land at an adjourned hearing upon further notice to the affected property owner as it deems advisable. At the adjourned hearing the council or a committee of it may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral

testimony from appropriate city officials and other witnesses as to the amount of the assessment. The council or committee shall prepare a record of the proceedings at the adjourned hearing and written findings as to the amount of the assessment. The amount of the assessment as finally determined by the council shall become a part of the adopted assessment roll. No appeal may be taken as to the amount of any assessment adopted under this section unless written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. All objections to the assessments not received at the assessment hearing in the manner prescribed by this subdivision are waived, unless the failure to object at the assessment hearing is due to a reasonable cause.

If the adopted assessment differs from the proposed assessment as to any particular lot, piece, or parcel of land, the clerk must mail to the owner a notice stating the amount of the adopted assessment. Owners must also be notified by mail of any changes adopted by the council in interest rates or prepayment requirements from those contained in the notice of the proposed assessment.

The assessment, with accruing interest, shall be a lien upon all private and public property included therein, from the date of the resolution adopting the assessment, concurrent with general taxes; but the lien shall not be enforceable against public property as long as it is publicly owned, and during such period the assessment shall be recoverable from the owner of such property only in the manner and to the extent provided in section 435.19. Unless otherwise provided in the resolution, all assessments shall be payable in equal annual installments extending over such period, not exceeding 30 years, as the resolution determines, payable on the first Monday in January in each year, but the number of installments need not be uniform for all assessments included in a single assessment roll if a uniform criterion for determining the number of installments is provided by the resolution. Assessments on property located in a targeted neighborhood as defined in Laws 1987, chapter 386, article 6, section 4, may be payable in variable annual installments if the resolution provides for a variable payment. The first installment of each assessment shall be included in the first tax rolls completed after its adoption and shall be payable in the same year as the taxes contained therein; except that the payment of the first installment of any assessment levied upon unimproved property may be deferred until a designated future year, or until the platting of the property or the construction of improvements thereon, upon such terms and conditions and based upon such standards and criteria as may be provided by resolution of the council. If special assessments against the property have been deferred pursuant to this subdivision, the governmental unit shall record with the county recorder in the county in which the property is located a certificate containing the legal description of the affected property and of the amount deferred. In any event, every assessment the payment of which is so deferred, when it becomes payable, shall be divided into a number of installments such that the last installment thereof will be payable not more than 30 years after the levy of the assessment. All assessments shall bear interest at such rate as the resolution determines. To the first installment of each assessment shall be added interest on the entire assessment from a date specified in the resolution levying the assessment, not earlier than the date of the resolution, until December 31 of the year in which the first installment is payable, and to each subsequent installment shall be added interest for one year on all unpaid installments; or alternatively, any assessment may be made payable in equal annual installments including principal and interest, each in the amount annually required to pay the principal over such period with interest at such rate as the resolution determines, not exceeding the maximum period and rate specified above. In the latter event no prepayment shall be accepted under subdivision 3 without payment of all installments due to and including December 31 of the year of prepayment, together with the original principal amount reduced only by the amounts of principal included in such installments, computed on an annual amortization basis. When payment of an assessment is deferred, as authorized in this subdivision, interest thereon for the period of deferment may be made payable annually at the same times as the principal installments of the assessment would have been payable if not deferred; or interest for this period may be added to the principal amount of the assessment when it becomes payable; or, if so provided in the resolution levying the assessment, interest thereon to December 31 of the year before the first installment is payable may be forgiven.

Subd. 3. Transmitted to auditor, prepayment. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof; and, except as hereinafter provided, the owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due with interest accrued to December 31 of the year in which said prepayment is made. If the assessment roll is retained by the municipal clerk, the installment and interest in process of collection on the current tax list shall be paid to the county treasurer and the remaining principal balance of the assessment, if paid, shall be paid to the municipal treasurer. The council may by ordinance authorize the partial prepayment of assessments, in such manner as the ordinance may provide, prior to certification of the assessment or the first installment thereof to the county auditor.

Subd. 4. Collection, tax-exempt property. On the confirmation of any assessments the clerk shall mail to the county auditor a notice specifying the amount payable by any county, to the clerk or recorder of any other political subdivision a notice specifying the

amount payable by the political subdivision and to the owner of any right-of-way, at its principal office in the state, a notice specifying the amount payable on account of any right-of-way. The amount payable on account of any right-of-way or public property shall be payable to the municipality's treasurer and shall be payable in like installments and with like interest and penalties as provided for in reference to the installments payable on account of assessable real property, except that interest accruing shall not begin to run until the notice provided in this subdivision has been properly given and 30 days thereafter have elapsed. The governing body of any such political subdivision shall provide for the payment of these amounts and shall take appropriate action to that end. If the assessment is not paid in a single installment, the municipal treasurer shall annually mail to the owner of any right-of-way and, as long as the property is publicly owned, to the owner of any public property a notice stating that an installment is due and should be paid to the municipal treasurer of the municipality which levied the special assessment. The municipality may collect the amount due on account of the right-of-way of any railroad or privately owned public utility by distress and sale of personal property in the manner provided by law in case of taxes levied upon personal property or by suit brought to enforce the collection of this indebtedness unless a different method of collecting such amounts is provided for by any contract between the owner of any right-of-way and the municipality.

Subd. 5. **Special assessments; administrative expenses.** Notwithstanding any general or special law to the contrary, a municipality shall pay to the county auditor all administrative expenses incurred by the county under subdivision 3 for each special assessment of any local improvement certified by the municipality to the county auditor.

History: 1953 c 398 s 6; 1955 c 811 s 2; 1957 c 510 s 2; 1957 c 699 s 1; 1961 c 77 s 1; 1961 c 525 s 5-7; 1963 c 771 s 2-4; 1965 c 877 s 3; 1969 c 1045 s 1; 1969 c 1095 s 1; 1974 c 314 s 2; 1976 c 195 s 2; 1976 c 324 s 18; 1980 c 509 s 164; 1980 c 560 s 5; 1980 c 607 art 11 s 1,2; 1984 c 478 s 2; 1984 c 543 s 50; 1Sp1985 c 16 art 1 s 3; 1986 c 315 s 2; 1986 c 444; 1986 c 473 s 10,11; 1987 c 344 s 3; 1987 c 386 art 6 s 2; 1991 c 342 s 8; 1993 c 375 art 5 s 33; art 17 s 17; 2005 c 4 s 106

Official Publication of the State of Minnesota

Revisor of Statutes



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Direction on Active Code Enforcement Cases

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administration citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violations. Staff is bringing one (1) property before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the case.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached is the case file for:
113 Washington St NE

Section 320, action that could be taken against these properties include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

RECOMMENDED ACTION/MOTION:

Staff recommend pursuing legal action with the City Attorney

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: February 18th, 2025

RE: Recommendations for Active Code Enforcement Cases

Staff recommend the following actions for the active code enforcement cases brought before the City Council:

- **113 Washington St NE**
 - Staff sent one (1) Letter 1/2/25 regarding Possible Residential Occupancy in a Commercial Building
 - Police Incident Report was issued on 2/8/25 for disturbance and the occupant stated he was living there w/no heat.

Staff recommend pursuing legal action with the City Attorney

Running Summary of Actions Taken

804 19th St SE – Obtained administrative warrant and abated junk/debris 3/21/2024.

1017 10th Ave NE – Obtained administrative warrant and abated junk/debris 3/22/2024.

1420 Quince St – Administrative warrant to abate junk/debris received 5/6/2024. Owner removed junk and debris.

1424 8th St S – Final 10-day letter sent to property owner for junk/debris 5/7/2024 prior to administrative warrant. Owner complied prior to abatement. No action taken.

1119 13th St SE – Final 10-day letter sent to property owner 5/7/2024 for unlicensed/inoperable vehicles. Property owner paid the fines and will have everything cleaned up by June 1st. Reinspection scheduled for June 3rd. Owner complied, and the case was closed.

813 Holly St. – Final 10-day letter sent to the property owner for animal feces 5/7/2024 – no action needed, as owner complied and cleaned up. Another nuisance letter went out 5/16/2024 with action needed again to clean up dog feces. Owner was told that they need to address the issue every two days.

1306 Quince St – Sent 10-day final letter 6/18 for abatement; Issued was resolved by mortgage company.

918 4th Ave NE – Sent letter of monthly citations 6/18 until resolved.

401 Holly – Requested administrative warrant to abate the outdoor storage issue 6/18. Homeowner removed items under tarp.

523 Grove St – Spoke to homeowner – submitting a remodel permit. Reinspection September 1st.

319 9th St N. – Abated junk/debris and hazardous materials 7/8/24

401 4th Ave NE – Homeowner took care of the issues – no action taken

408 2nd Ave NE – Obtained a warrant on 7/17/24 to abate the Japanese Knotweed.

813 Holly St – Repeat offense animal feces. Issued a letter to owner of abatement and requesting an administrative warrant to abate.

917 7th St S – Long grass will be abated.

1701 Maple St – Property owner trying to evict

608 9th St N – Dead/hazardous tree was removed on Monday November 4th.

1812 Oak St – Garbage/Junk/Debris – property was abated first week of November.

823 Willow St. – Administrative warrant was obtained, and the property was abated for junk/debris/blight on 1/27/25.

430 D St – An administrative warrant was requested, but the property was cleaned up before issuing.



www.ci.brainerd.mn.us

January 3, 2025

MATTHEWS, KEVIN
113 WASHINGTON ST NE
BRAINERD, MN 56401

To whom it may concern,

It has anonymously come to the attention of the City of Brainerd that this property may be being used as residential dwelling space(s). Residential dwellings are not permitted in the CC (Commercial Corridor) District.

This use would be a violation of the City of Brainerd Zoning Code. Additionally, this use likely does not meet the habitable dwelling requirements and safety regulations set forth in the Property Maintenance Code.

If this property is being used as a residential dwelling, this must cease immediately - fines may be placed on your property if such activity is taking place.

If you have any questions, please contact me at (218) 454-3408.

Respectfully,

James L. Kramvik
Community Development Director

Cc: Brainerd Building Official
Brainerd Fire Marshal



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Approve Request to Reduce Brainerd's Same Day Transit Fare

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5

SUMMARY OF ISSUE: After analysis of 2024 staff is recommending to reduction in fares.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: This was on the TAC agenda however there was no quorum so no recommendation was provided.

RECOMMENDED ACTION/MOTION: Staff recommends to reduce the same day fare from \$6.00 to \$5.00.

FINANCIAL IMPACT: Unknown



MEMO

TO: TRANSPORTATION ADVISORY COMMITTEE (TAC)

FROM: PUBLIC WORKS DIRECTOR MIKE HABIGHORST

DATE: JANUARY 23, 2025

SUBJECT: YEAR-END FINANCIAL ANALYSIS AND SUMMARY

2024 SUMMARY

Revenue

Budgeted	<u>Fare Box/Invoice</u>	<u>Other</u>	<u>State/Federal Grant</u>
	\$225,028	\$7,400	\$1,385,670
Estimated	<u>Fare Box/Invoice</u>	<u>Other</u>	<u>State/Federal Grant</u>
	\$178,271	\$9,006	\$1,354,243

Expenditures

Budgeted

<u>Personnel</u>	<u>Supplies</u>	<u>Fuels</u>	<u>Misc Services</u>	<u>Repairs</u>	<u>3PC Contract</u>
\$142,453	\$2,850	\$111,629	\$61,769	\$110,035	\$1,083,260

Estimated

<u>Personnel</u>	<u>Supplies</u>	<u>Fuels</u>	<u>Misc Services</u>	<u>Repairs</u>	<u>3PC Contract</u>
\$138,670	\$21,232	\$72,384	\$65,550	\$120,629	\$1,007,054
-\$3,783	+\$18,382	-\$39,245	+\$3,781	+\$10,594	-\$76,206

Comments

Fuels – Mainly can be attributed to the discontinuation of Pine River service and considerable reduction of Crow Wing County service. These two account for a significant amount of fuel costs.

Repairs - The first portion of the year was difficult as many buses did not receive their necessary preventative maintenance, resulting in some large repairs. With the hiring of the 3PC manager, the contractor made significant improvements in their maintenance operations. This will remain a challenge with an aging fleet as we continue to have challenges with receiving new buses.

3PC Contract – Budgeted amount based on an estimate of savings realized by the discontinuation of Pine River, and reduction of Crow Wing County services.

Total Estimated Revenue vs. Expenditures

Total Revenue = \$1,644,119

Total Expenditures = \$1,540,423

Net = +\$103,697

Original Budgeted Net = +\$64,218

Difference = +\$39,479

Ridership

Overall Transit

2023 Total Riders = 45,541

2024 Total Riders = 36,224 (-9,317, -20%)

Brainerd Summary

2023 Total Riders = 31,863

2024 Total Riders = 27,845 (-4,018, -12%)

Baxter Summary

2023 Total Riders = 5,694

2024 Total Riders = 6,742 (+1,048, +18%)

Crow Wing County Summary

2023 Total Riders = 7,374

2024 Total Riders = 1,637 (-5,737, -77%)

Summary of 2024

There were many factors that affected the transit system in 2024. Inflation continued to prove challenging as many costs continue to remain high and are still increasing for fuels and repairs, etc. It is likely that many of these costs will remain higher moving forward.

We also went through significant changes in late summer/early fall of 2023 which has affected the ridership in 2024. Pine River discontinued their service in July 2023. Crow Wing County reduced their service to twice-daily rides from Pequot Lakes and Crosby and included a large fare increase at the same time in 2023. Baxter increased fares and Brainerd increased fares twice in 2023. Ridership did have decreases, however this should be expected with the changes that occurred throughout the system between service reductions and fare increases. At the same time, in the 4th quarter of 2024 we did have increased daily ridership.

The first half of 2024 was again difficult for Blue Sky Transit's operations. We saw significant issues with call answer percentages, preventative maintenance, staff issues, and others. They hired an on-site manager in June. Since that time, call answered percentages went into the high 90's, vehicles were again receiving on-time preventative maintenance, and they were getting caught up with past maintenance put on hold, and staff some issues being addressed.

Combining all the factors that went into the year, it was an overall successful year. We ended 2024 with an estimated net of \$103,697. Month after month ridership continues to grow. We are seeing approximately 30 new customers each month. Service changes, increased fares, and improved operations all likely have contributed as significant factors in the successful year.

Brainerd Origin		\$87,480	
Fare - Booked in Advance	\$3.00	\$	3.00
Fare Change- Booked in Advance	\$0.00		
Fare - Same Day	\$5.00	\$	6.00
Fare Change - Same Day	\$0.00		
Existing Ridership (2023)	27,860		
Share of Rides Booked in Advance	93%		
Ridership Elasticity	None		
Estimated Annual Ridership Change (as Result of Service Changes)	0		

Surplus/Deficit:	\$30,229
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Total Costs:	\$1,696,122
Operating Costs	\$1,491,812
Operations Contract	\$1,050,855
Fuel & Maintenance	\$214,401
Administration	\$226,556
Capital Costs	\$204,311
Vehicles	\$204,311
Technology	\$0
Facilities	\$0
Other	\$0

Total Revenues:	\$1,726,352
State/Federal Grant	\$1,593,581
Operating	\$1,409,701
Capital	\$183,880
Generated	\$132,771
Brainerd Fare	\$87,480
Baxter Fare	\$20,959
Crow Wing County Fare	\$13,572
New Service Fare	\$0
Contracts	\$0
Other Revenue	\$10,760

Additional Local Match Contributions to Break-Even:				\$ (30,229)
Locality	Share	Current Fare	Break-Even	Discrepancy
Brainerd	65%	\$87,480	\$59,658	\$27,822
Baxter	18%	\$20,959	\$16,521	\$4,438
Crow Wing County	17%	\$13,572	\$15,603	-\$2,031
New Service	0%	\$0	\$0	\$0



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Authorize Solicitation of Request for Qualifications (RFQ) for Transit Software

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Transit

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The current agreement with RouteMatch Software Inc. is dated back to 2014 and per MnDOT a new procurement for technology must be completed. MnDOT Consultants also concluded during our technology assessment that the highest priority is to replace RouteMatch. Transit has not been receiving support to utilize modules of the software which were contractually paid for with the annual subscription fees. As RouteMatch is no longer receiving updates from TripSpark they have informed us that we will not see any future improvements with the software or from their support services. This is causing dispatchers and drivers to perform manual routing, scheduling, and dispatching which causes delays in service negatively affecting our riders and staff. A new system is needed that meets Transit and the rider's needs. With the release of an RFQ for new scheduling/routing/dispatching software will provide us with a cloud-based platform with a self-serve, user friendly interface, reliable and optimized scheduling, and advanced reporting - all of which will provide a superior customer experience, reduce call volume, and assist us with increasing ridership for years to come.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With the recommendation of TAC, the timeline for the RFQ, purchase and implementation of software is as follows:

1. TAC Committee RFQ recommendation brought to City Council on Monday, March 3rd, 2025.
2. RFQ posted, published and quotes received February 2025.
3. New transit software purchased and implementation in Spring of 2025.

RECOMMENDED ACTION/MOTION: Staff recommends approval for solicitation (RFQ), purchase and implementation for the Transit Technology Software.

FINANCIAL IMPACT: \$30,000 to \$50,000 from operation budget.



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discuss Construction Procurement Program through Sourcewell

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: Staff is recommending that the Council consider utilizing Sourcewell's construction procurement program for select upcoming construction projects. Sourcewell construction contracts, called eziQC, are competitively bid indefinite delivery, indefinite quantity (IDIQ) contracts awarded to contractors to perform repair, alteration, rehabilitation of infrastructure and buildings. A link to the page including information on eziQC is included [here](#). Essentially, what Sourcewell has done is had contractors openly and competitively bid on a set list of construction items (i.e. replace steel door) without a specific quantity. The contracts then lock in those prices that the contractors bid using and when agencies utilize the program, the scope of the work dictates the quantity and items needed to accomplish the work. The cost of the work is a result of the bid cost for those items and quantities. The eziQC program allows a faster start on facility and infrastructure repairs or renovations by working directly with the awarded pool of contractors and Gordian to develop the scope of work and prepare a purchase order before proceeding with the work. There is cost and time savings without having to prepare specific plans and specifications for a traditional sealed bid solicitation, or the time frame required for advertisement and bid opening for bid solicitation. The City also receives benefit of procurement through Sourcewell as a local, regional partner.

Staff is recommending Council authorize utilization of the Sourcewell construction procurement program for the upcoming Library Exterior and Mechanical Repairs project. Should Council authorize this process for the project, staff would return with a scope of work and budget estimate proposal for Council review. A representative from Gordian will be available at the meeting to answer questions from the Council about the procurement program as well.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: For reference, attached to this item is a graphic including information about the process for the Sourcewell program from initial scoping to issuing the purchase order and moving forward with construction. Also attached is a copy of the City's current Procurement Policy. Section IV. Exceptions to Bidding provides allowances to utilize the State Contract and National Joint Powers Alliance (now Sourcewell) in lieu of typical bid process. Similarly, for Biddable Services, under II.A.2.a., this section calls out that it must meet the same requirements as commodities which allow for utilizing the state's cooperative purchasing agreement. While Sourcewell

is not the "state", Section VI. could be interpreted as the intent do utilize either program in the best interest of the City.

RECOMMENDED ACTION/MOTION: Staff would recommend Council authorize utilization of the Sourcewell construction procurement program for the upcoming Library Exterior and Mechanical Repairs project.

FINANCIAL IMPACT: N/A

5 Simple Steps to Smarter Construction Procurement

Bring speed and efficiency to the construction procurement process with ezIQC®. Available through cooperative purchasing networks, ezIQC provides access to competitively awarded contractors. By following the simple steps below, ezIQC allows you to get your project started quickly.

Step 1



Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

Step 2



Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

Step 3



Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

Step 4



Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

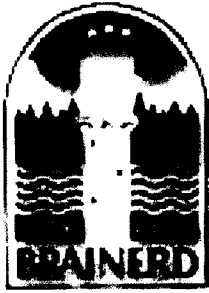
Step 5



Purchase Order Issued

Once you are 100 percent satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.





CITY OF BRAINERD
FINANCIAL MANAGEMENT POLICIES
PROCUREMENT POLICY

I Purpose

The purpose of this policy is to provide City departments, citizens and vendors with purchasing and contracting services of the highest professional standards. This policy will also guide City employees in the purchase of items at the best price and quality, promote and maintain a good working relationship with supplies, and emphasize cooperation between and among departments in identifying and implementing standardized organizational programs to save time and money. This policy applies to all procurement procedures for all departments of the City when the expenditure is in the current year's budget. If not in budget prior authorization needs to be obtained from Council.

II Purchasing Authority

Authority to procure products and services is granted to each department head and his/her official designee(s). The City Administrator is authorized to sign contracts and to authorize expenditures not requiring City Council approval.

A. Quotation and Bid Requirements

All departments shall comply with the following policies regarding the purchase of commodities. Contract requirements shall not be artificially divided to avoid bidding requirements. All departments of the City shall comply with Minn. Stat. § 471.345.

1. Procurement of Commodities

\$1-\$5,000

Competitive bidding is not required and department heads or their designee(s) shall handle purchases for commodities. Purchases may be made in the open market, and may be procured using a City issued credit card if applicable and within the holder's limit. The City shall make an effort to ensure the lowest acceptable price is received; a minimum of two verbal quotes is preferred, but not required. Any quotation support shall be maintained by the department for a period of at least one year.

\$5,001- \$25,000

A minimum of two written or verbal quotes is required. Department heads or their designee(s) are responsible for initiating the procurement process and complying with procurement policies and

procedures. Quotation information shall be maintained by the department for a period of at least one year.

\$25,001 - \$100,000

Procurement of commodities may be made either through bid process or by direct negotiation by obtaining two or more quotations for the purchase or sale when possible. The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. The department head (or their designee) may consult on the best means of procurement. In a direct negotiation, a "Request for Quote" will be prepared and distributed to vendors. The City shall attempt to obtain a minimum of two quotes. All quotes must be written and will be scanned for retention, and all parties will be notified in writing of the outcome. The department will maintain supporting quotation documents for a period of at least one year.

\$100,001 and up

The City must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source. If purchases through the state's cooperative purchasing agreement are not feasible, the City shall undergo a formal bid process. City Council approval is required for public advertisement for the receipt of sealed bids. Final bid award will be made by the City Council, and the contract will be approved by the City Council.

2. Procurement of Services

All service contracts of any dollar amount shall have a legal review, due to potential City liability. Quotation/bid procedures for service contracts vary upon whether the contract is for *biddable service* or a *professional service*.

a. Biddable Services

A contract for services for work or repair (maintenance) that *changes the property* shall comply with procurement requirements for commodities as detailed above.

Any contract for the procurement of a biddable service in excess of \$100,000 annually shall be approved by the City Council. All service contracts shall be maintained by the department and reviewed periodically for relevance and applicability by the department.

b. Professional Services

A contract for services that *does not change the property* has greater flexibility under statute than biddable services. The City will consider all factors that any reasonable purchaser would use in selecting the greatest value for cost that will achieve the desired outcomes in purchasing professional services. The method of vendor selection and contract negotiation that will reasonably consider the maximum number of appropriate service providers and proposals will be used. Vendor selection will be on the basis of predetermined criteria by knowledgeable individuals. This does not mean that the City has to accept the lowest bidder.

Some methods to assist in vendor selection are:

- (1) Request for Proposal (RFP); or
- (2) Request for Information (RFI); or
- (3) Request for Quote; or
- (4) Request for Qualifications; or
- (5) Direct Negotiations.

Any contract for the procurement of a professional service in excess of \$50,000 annually shall be approved by the City Council. All service contracts shall be maintained by the department and reviewed periodically for relevance and applicability by the department.

3. Procurement of Software or Technology

In any consideration of the purchase of software or technology, a department must consult with IT as early in the process as feasible, in order to ensure the new software or technology is one that is able to be supported by the City. The department must also work with IT to consider any ongoing or future maintenance fees, license fees, upgrade fees, or other known fees. Quotation and bid requirements for software or technology are the same as those for professional services.

4. Contract Renewals

A department head or their designee(s) is granted the authority to renew a contract provided that the only changes are to the terms of the contract (i.e., length of service, charges). Should the contract contain changes in the verbiage of the contract or in the description of services provided, the renewal must be treated as a new contract and follow procedures detailed in this policy. In order to ensure appropriate oversight by the City Council, all renewals in excess of the limits set forth in this policy shall be presented to the City Council for review.

5. Procurement of Commodities and Services Purchased with Federal Dollars

See the requirements set forth in Appendix A – Procurement Standards Policy. This appendix applies to all purchase that are charged to federal awards regardless if only a portion of the commodity or service is paid for with federal dollars.

B. Best Value Procurement

As an alternative to bidding, the City may elect a “best value” procurement process for construction, building alternation, improvement, or repair work. If such a method is used, the City will solicit Requests for Proposals (RFPs). The City will comply with all requirements for best value procurement under Minn. Stat. § 16C.28, subd. 1.

If expenditures for the entire length of the contract will exceed \$100,000, the City will determine whether to advertise, and if so, the sealed bid process will be followed.

C. City Credit Cards

The City has elected to issue certain departments a City credit card under Minn. Stat. § 471.382. The department head can request to have a City credit card to the City Administrator. See Credit Card Use Policy for additional information.

D. Leases

Any department considering entering into a lease agreement shall consult with other departments to ensure no similar lease is already in place, and to ensure the best pricing can be obtained.

IV. Exceptions to Bidding

A. Cooperative Purchases

The City of Brainerd is a member of the Joint Purchasing Cooperative with the State of Minnesota. Purchases from State Contracts are excluded from bid process procedures, but are still required to obtain City Council approval when over the applicable dollar value. This amount is over \$100,000 for commodities and biddable services, and over \$50,000 annually for professional services.

The City is also a member of National Joint Powers Alliance. These agreements allow the City to utilize nationwide contracts. Such purchases are also excluded from bid process procedures, but are still required to obtain City Council approval when over the applicable dollar value. This amount is over \$100,000 for commodities and biddable services, and over \$50,000 annually for professional services.

B. Sole Source/Brand Procurement

An exception to the standard bid process may be granted based on two premises:

- (1) Only a single company or organization can supply the needed product or service.
- (2) Only a single "brand/model" will meet the department's technical/functional requirements.

Sole source request should not be made unless the department is confident that the request is reasonable, appropriately justified to meet the City's requirements, and can withstand a possible audit or other public scrutiny. Sole source/brand purchasing minimizes or eliminates competition and should be avoided whenever possible. These purchases are excluded from standard bid process procedures, but are still required to obtain City Council approval when over the applicable dollar value. This amount is over \$100,000 for commodities and biddable services, and over \$50,000 annually for professional services.

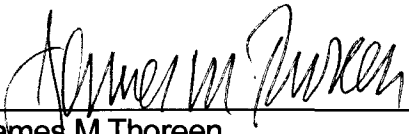
C. Standardization

When supplies, equipment, or services are uniformly adopted or otherwise standardized, or when an item is designed to match others in use by the City, the purchase may be exempt from bidding requirements or may be made with limited competition to distributors of the manufacturer of standardized item. Compatibility issues between differing technologies will also be considered for exception.

D. Emergencies

A valid emergency is one where the items purchased or services provided are *immediately necessary* for the continued operation of the office or department involved; or are immediately necessary for the preservation of life or property. An emergency need is one that could not have been foreseen. Failure to submit a requisition on time does *not* constitute a valid emergency. The City shall comply with Minn. Stat. § 375.21 and 375.22 for emergency procurements.

Adopted by the Brainerd City Council on this 6th day of February, 2017.



James M Thoreen
City Administrator

Appendix A – Procurement Standards Policy

Conflicts of Interest

No employee, officer, or agent of the City of Brainerd will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City of Brainerd must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of the City of Brainerd.

Because of relationships with a parent company, affiliate, or subsidiary organization, the City of Brainerd is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization and will not procure with those organizations.

Procurement Under Federal Awards

Procurement of goods and services whose costs are charged to federal awards received by the City of Brainerd are subject to all of the specific purchasing policies of the organization. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

1. City of Brainerd will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
2. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
3. City of Brainerd will consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
4. City of Brainerd will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

5. City of Brainerd will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
6. All procurement transactions will be conducted in a manner providing full and open competition. All prequalified lists of persons, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period.
7. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
8. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
9. A cost or price analysis will be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City of Brainerd will make independent estimates before receiving bids or proposals.
10. All procurement files will be made available for inspection upon request by a Federal awarding agency.
11. All contracts will require the contractor to certify in writing that it has not been suspended or disbarred from doing business with any federal agency.

Methods of Procurement

City of Brainerd will use one of the following methods of procurement.

1. **Procurement by micro-purchases.** Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,500 (or \$2,000 in the case of acquisitions for construction subject to the

Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

All purchases in excess of \$5,000 shall be made by obtaining oral or written quotations from at least two responsible contractors. All purchases of at least \$25,000, but less than \$100,000, shall be made by obtaining written quotations from at least three responsible vendors. All purchases of \$100,000 or more shall be made by obtaining competitive proposals from at least four responsible vendors. Sealed bids shall be utilized when required by the Federal awarding agency.

In order for sealed bidding to be feasible, the following conditions will be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
5. **Procurement by noncompetitive proposals.** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

Suspension and Debarment

City of Brainerd will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The Department Head is responsible for verifying all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list. This list is available at - <https://www.sam.gov/>. Accounting will review before payment if made. If a match is found, the Department Head will be notified directly and Accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

Provisions Included in all Contracts

It is the policy of the City of Brainerd to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and subawards:

1. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
2. **Termination:** All contracts in excess of \$10,000 shall contain suitable provisions for termination by the City of Brainerd, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by the City of Brainerd and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of the City of Brainerd to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The City of Brainerd shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. The City of Brainerd shall report all suspected or reported violations to the Federal awarding agency.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by the City of Brainerd excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

6. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City of Brainerd in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended:** Contracts and subawards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts, the City of Brainerd shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or Subgrants of \$100,000 or more, the City of Brainerd shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, the City of Brainerd shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Approve WSB Amendment Request - Lowell Safe Routes to School

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Staff is recommending approval of an amendment request from WSB for the Lowell Safe Routes to School project for some additional design hours. During the plan reviews, staff requested that due to the larger width of the median, that the median be landscaped with turf grass and trees. In addition, with the power on either end of the median, staff requested WSB include in the design additional conduit/wire and outlets along the median to provide the opportunity for future tree lighting or other electrical uses as desired. With the additional design requests, WSB is requesting an amendment in the amount of \$2,317 to accommodate the additional designer hours.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached is the amendment request from WSB. The costs for the engineering would be State Aid eligible for this project, thus no local City costs are expected to be utilized for this work. The construction costs for the project are expected to be covered by the Safe Routes to School grant that was received.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the WSB amendment request in the amount of \$2,317.

FINANCIAL IMPACT: \$2,317

**AMENDMENT FOR ADDITIONAL SERVICES NO. 1
WSB PROJECT NO. 026252-000**

THIS AMENDMENT FOR ADDITIONAL SERVICES (AAS) No. 1 to the Professional Services Agreement between the Parties dated July 18th, 2024 is made and entered into this 6th day of February, 2025 ("Effective Date"), by and between WSB LLC with offices at 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 ("Consultant") and the City of Brainerd, MN, with offices at 501 Laurel Street Brainerd, MN 56401 ("Client") for the following project: Lowell Elementary Safe Routes to School ("Project") (together, the "Parties," and each, a "Party").

RECITALS

WHEREAS, the Parties have entered into a Professional Services Agreement dated July 18th, 2024, in connection with the Project (the "Existing Agreement"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW THEREFORE; in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the Existing Agreement. The Existing Agreement is hereby amended or modified as follows:

- a. Exhibit A, Scope of Services and Compensation of the Existing Agreement is hereby amended by adding the additional services to the scope and compensation as listed below.

I. Scope

6. ADDITIONAL SERVICES

A. Tree Planting and Electrical Connection for Decorative Lighting in Median on H Street.

- 1. Project Management
- 2. Design Lead
- 3. Signal Design

II. Compensation

The compensation for the additional services outlined above will be \$2,317.00. The new total contract value is now \$108,297.

Except as expressly provided in this AAS, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF; the authorized representatives of the Parties hereto have executed this AAS on the Effective Date first set forth above.

WSB LLC

CITY OF BRAINERD, MN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Final Reading of Proposed Ordinance 1579 - Amending Sections 1200 and 1500

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

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

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Staff reviewed City code to be sure we had the proper licenses in place for a brewpub. Minor changes are needed as well as some clean up items.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The changes to the existing code are:

- The addition of brewpubs to be able to get a Sunday On-Sale License, and a reference to state statute 340A.24 relating to brewpubs.
- Subd. 8 referred to statute that had been repealed, therefore updated.
- Updated the section where the fees are now listed.
- Added brewpubs, breweries, taprooms, microdistillery/cocktail room and off-sale growlers for background checks to be licensed.

RECOMMENDED ACTION/MOTION:

1. Conduct the final reading of proposed Ordinance 1579 and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

2. Hold a public hearing.

3. Adoption of proposed Ordinance 1579 - Amending sections of 1200 and 1500 of the Brainerd City Code.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1579**

**AN ORDINANCE AMENDING SECTION 1200 AND SECTION 1500
OF THE BRAINERD CITY CODE PERTAINING TO
INTOXICATING LIQUOR AND BACKGROUND CHECKS**

WHEREAS, a public hearing was held by the City Council on February 18, 2025.

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

SECTION ONE: That Section 1200.03 – License Required shall be amended to read:

Subd. 7 (a). Sunday On-Sale License. Special on sale licenses for the sale of intoxicating liquor on Sunday may be issued to bowling centers and to hotels, restaurants, and clubs as defined in Minnesota Statutes 340A.101. All sales at such establishments shall be in conjunction with the sale of food. Sunday on-sale licenses may also be issued to microdistilleries, brewpubs, and brewer taprooms, pursuant to the authority granted under Minnesota Statutes sections 340A.22, 340A.24, and 340A.26.

Subd. 8. On-Sale Brewer Taproom Licenses. An on-sale brewer taproom license authorizes on-sale of malt liquor produced by the brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer, subject to the restrictions of this chapter and Minnesota Statutes, Section 340A.301, Subdivision 6b Section 340A.26, as it may be amended from time to time.

SECTION TWO: That Section 1200.07 – License Fees shall be amended to read:

Subdivision 1. Fees: Amounts. The annual fees for licenses under this Section are set by Section 1000, Appendix A Fee Schedule of this Code Chapter X.

SECTION THREE: That Section 1505.03 – Criminal History License Background Investigation shall be amended to read:

City Licenses: Adult Establishment; Boxing or Wrestling; Club On-Sale Intoxicating Liquor; Brewpubs, Breweries, Taprooms, Microdistillery/cocktail room, Off-Sale 3.2% Malt Beverage (Beer); Off-Sale Intoxicating Liquor; Off-Sale Growlers 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, Tobacco Related Products.

SECTION FOUR: All other provisions of Section 1200 and 1500 shall remain in full force and effect.

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

Adopted this ____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this ____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: XXXXXX

NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1579. The purpose of this ordinance amendment is to amend Sections 1200 and 1500 of the Brainerd City Code concerning the sale and consumption of alcoholic beverages in Brewpubs, taprooms, microdistillery/cocktail room and off-sale growlers for background checks and updating fees.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, February 18, 2025 in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1579. Any individual needing special accommodation please call (218) 828-2307.

Dated this 22nd day of January

A handwritten signature in black ink, appearing to read "Connie Hillman". The signature is fluid and cursive, with the first name "Connie" written in a larger, more prominent script than the last name "Hillman".

Connie Hillman
Finance Director



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Consider Development Agreement with Country Manor Campus Brainerd LLC and Cost Share Agreement with Crow Wing County

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:

At the February 3rd City Council meeting, Council approved the amended planned unit development with contingencies, a delayed payment structure for certain fees, and the tax abatement request for the Country Manor project. The senior living facility, as proposed, would be comprised of 44 senior apartments, 32 luxury apartments, 30 memory care units, and a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children, and for rehabilitation services for residents and the public.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The planned unit development was approved contingent upon approval of the development agreement. In Section 15 of the development agreement, it details the pay structure for delayed payments for SAC & WAC, park dedication fees, and the differed assessment from the 2006 Beaver Dam Rd improvement project. The development agreement was reviewed by Brainerd's City Attorney, Bond Council, and Country Manor.

In addition to the development agreement, staff has included a cost share agreement with Crow Wing County for the installation of a turn lane on Beaver Dam Rd. As stated in the development agreement between the City and Country Manor Brainerd Campus, LLC, the Developer's engineer will provide all engineering services including design, bidding, contract administration and construction engineering. The developer will also be responsible for all construction costs. According to the cost share agreement, Crow Wing County will pay for 25% of the construction costs that will be paid to the City of Brainerd and then reimbursed to the Developer.

RECOMMENDED ACTION/MOTION:

1. Approve the Cost Share Agreement with Crow Wing County

2. Approve the Development Agreement with Country Manor Campus Brainerd LLC, Contingent Upon Execution of the Cost Share Agreement.

FINANCIAL IMPACT: N/A

**CONSTRUCTION COST SHARE AGREEMENT
FOR MODIFICATIONS
TO COUNTY STATE AID HIGHWAY (CSAH) 5 AS
REQUIRED FOR THE COUNTRY MANOR PROJECT**

This Agreement is made and entered into this day of _____, 2025, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County," and the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 hereinafter referred to as the "City."

WITNESSETH

WHEREAS, in response to a proposed development called Country Manor Project adjacent to CSAH 5 and the associated traffic generation, the County has required that turn lane modifications be constructed on CSAH 5 (the "Work"); and

WHEREAS, the City has land use authority over the proposed development property and will enter into a Development Agreement with the Country Manor Campus Brainerd LLC ("Developer"), to ensure County requirements are followed, and

WHEREAS, the County will only have an agreement with the City and not the Developer; and

WHEREAS, the County Board adopted a Cost Participation Policy dated December 31, 2019, that will serve as the basis for responsibilities identified in this agreement; and

WHEREAS, the County and City have determined that the Developer's engineer will provide the design, call for bids and perform construction inspection services for the Work, with the City and County both having review and approval authority of the engineered plans prior to construction.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The purpose of this agreement is to identify funding responsibilities for the Work and also future responsibilities upon completion. It is understood that the Developer's engineer will provide services related to the Work. This agreement pertains only to items to be constructed within the existing right-of-way of CSAH 5.

II. Duties

A. Engineering Services

For purposes of this Agreement, the City is considered the lead agency for all engineering services necessary for completion of the Work. As stated in the Development Agreement between the City and Country Manor Campus Brainerd, LLC, the Developer's engineer will provide all engineering services including design, bidding, contract administration and construction engineering.

B. Property Acquisition

The dimensions of the existing right-of-way for CSAH 5 are adequate to construct the proposed improvements with no property acquisition required. If it is determined that additional right-of-way adjacent to the Developer's property is required for the Work, the City will require the developer to dedicate

the additional right-of-way at no cost to the County.

C. Inspection and Approval

The City, via the Developer's engineer, shall provide construction inspection and staking for the Project and approval for acceptance of the work as it is completed. The County or their designated representative shall also be available to inspect any aspect of the Work and notify the City of any concerns that arise during or after completion of the Work. Written approval of the completed construction by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

III. COSTS

A. Project Costs

The project costs identified in this agreement are based upon current estimates. Attachment A identifies the cost share quantities and estimated costs for the Work. Final costs for each agency will be determined by actual final quantities. The estimated costs are based upon a 25% County/75% City split as per the County Cost Share Policy. The City intends to have the Developer fund the City's 75% cost share via a separate agreement.

B. Summary of Estimated Costs

The estimated costs of the project are shown in Attachment A and are summarized as follows:

Estimated County Construction Costs	\$ 25% of estimate
<u>Estimated County Right-of-Way Costs</u>	<u>\$ 0.00</u>
Total Estimated County Costs	\$ 25% of estimate
Estimated City Construction Costs	\$ 75% of estimate
<u>Estimated City Right-of-Way Costs</u>	<u>\$ 0.00</u>
Total Estimated City Costs	\$ 75% of estimate

C. Right-Of-Way Acquisition Costs

No right-of-way acquisition costs are anticipated.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, a final cost accounting will be performed totaling costs related to the Project. An invoice will be prepared by the City and submitted to the County. The County shall reimburse the City 100% of the funds due within 30 days of receipt of invoice.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the Developer.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

The County shall have all maintenance responsibility for items constructed within the CSAH 5 right-of-way in accordance with the County Cost Share Policy. Maintenance of any items constructed outside of the CSAH 5 right-of-way will be addressed between the City and the Developer via a separate agreement and are not a part of this agreement.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and City of Brainerd, 501 Laurel St., Brainerd, MN 56401 on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the County and the City mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the officers, agents, or employees of the indemnifying party relating to activities conducted by the indemnifying party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

CITY OF BRAINERD

By: _____
Robert Hall
Assistant County Engineer

By: _____
Dave Badeaux
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Nicholas W. Broyles, City Administrator

DEVELOPMENT AGREEMENT

between

THE CITY OF BRAINERD

and

COUNTRY MANOR CAMPUS BRAINERD LLC

for

COUNTRY MANOR PROJECT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____ 2025 (the “**Effective Date**”), by and between COUNTRY MANOR CAMPUS BRAINERD LLC, a Minnesota limited liability corporation (“**Developer**”), the sole member of which is The Foundation for Health Care Continuums, a Tennessee nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Sole Member**”), and the CITY OF BRAINERD, a Minnesota municipal corporation (the “**City**”) (collectively, the Developer and the City are the “**Parties**”).

WHEREAS, Sole Member is the fee title owner of the real property legally described on **Exhibit A** hereto, with Crow Wing County Property Identification Nos. 41330799, 41330800, 41330803, totaling 54.1081 acres (collectively “the **Property**”); and

WHEREAS, the City approved the preliminary plat of a subdivision known as Country Manor Senior Living Campus of Brainerd (the “**Subdivision**”) as well as the planned unit development plan for the Subdivision (the “**PUD**”), and a Conditional Use Permit subject to approval and execution of this Agreement; and

WHEREAS, the City and Crow Wing County, Minnesota (the “**County**”) have approved, executed and released for recording the final plat of the Subdivision as shown on **Exhibit B** attached hereto and incorporated herein by reference (the “**Final Plat**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above stated recitals and exhibits are restated and incorporated herein.
2. **Development Property.** As shown on the Final Plat, Developer intends to subdivide the Property and develop the Subdivision into (a) two lots for a senior living facility, childcare facility and rehabilitation services, and (b) three outlots, with associated infrastructure and dedications in accordance with the City Code. The street rights-of-way shown on the Final Plat will be dedicated but the roads within the plat will be privately built, owned and maintained by Developer.
3. **Conveyance of Land for Public Use / Utilities.** As part of the development of the Subdivision, Developer, on behalf of itself and its successor and assigns, agrees to dedicate to the City the public ways and easements as shown on the Final Plat and as needed for electric, sanitary and water utilities, as agreed to by and between the Developer and Brainerd Public Utilities (“**BPU**”). A ten-foot-wide easement is required for each utility. Utility construction drawings shall be approved by BPU prior to commencement of construction and shall meet all BPU standards.
4. **Turn Lane.** Pursuant to City Code and County requirements, turn lanes are required to be constructed for northbound and southbound Beaver Dam Road traffic to provide safe access to the Subdivision.

- A. Developer shall provide engineered construction drawings showing the proposed northbound right turn lane, southbound left turn lane, and affected drainage patterns. The drawings shall also note that lane closures adjacent to the construction area will be coordinated with the County, and traffic control shall meet the requirements of the latest version of the MnDOT Temporary Traffic Control Manual. All drawings must be approved by the County before commencement of construction.
- B. The Developer's engineer of record shall be on site during construction and inspect the work of the contractor. The engineer is responsible for verifying that the work is in accordance with the approved construction drawings.
- C. Developer shall provide a breakdown of costs directly associated with construction of the turn lane. The City will reimburse Developer for 25% of the approved costs after construction is completed and accepted by the County and upon delivery of supporting evidence as may be reasonably requested by the City to establish the approved costs for which reimbursement is sought.
- D. Upon completion by Developer and written acceptance by the County, the turn lane shall become the property of the County with no further action by any party required.

5. **Tree Preservation Standards.** Not applicable.

6. **Improvements.** The following described improvements (collectively the "**Improvements**") shall be constructed and installed by Developer at Developer's expense pursuant to and in accordance with the Plans (as defined below) approved by the City.

- A. Completion of northbound turn lane on Beaver Dam Road.
- B. Private storm water facilities, including all necessary appurtenances.
- C. Standard street name sign at Beaver Dam Road intersection.
- D. Private landscaping per the Plans.
- E. Sanitary sewer mains and service lines, including all necessary appurtenances. Sanitary sewer lines within the plat shall be privately owned and operated.
- F. Water mains and service lines, including all necessary appurtenances. Water lines within the plat shall be privately owned and operated.
- G. Electrical utilities. Electrical utilities within the plat shall be privately owned and operated.
- H. Miscellaneous improvements including erosion control measures.

Additionally, Developer agrees to coordinate with and pay any required installation fees to the appropriate utility company for the installation of gas mains and telecommunication services.

7. **Plans and Specifications.** The Subdivision shall be developed in accordance with Developer's plans and specifications for the construction and installation of the Improvements which include the plans and specifications generally identified herein, all of which are made a part of this Agreement by reference (the "**Plans**"); however, the Plans are not attached to this Agreement. The Plans shall be prepared by Developer's engineer, architect, and/or surveyor with a certification thereon by a professional civil engineer registered in Minnesota and at Developer's expense. If the Plans conflict with the terms of this Agreement, the terms, conditions and provisions of this Agreement shall govern only to the extent necessary to resolve such conflict. The Plans submitted for the Improvements and approved by the City are:

Plan A: The Final Plat.

Plan B: The Preliminary Plans for Site, Grading, Erosion Control, Sanitary Sewer, Watermain and Storm Sewer dated 12/19/24.

8. **Approval of the Plans.** The City Engineer shall review the Plans for conformance with City Code. Developer shall furnish a minimum of one (1) complete set of the Plans for each phase in 11x17 format, as well as a PDF electronic version, at Developer's expense, to the City Engineer.
9. **Permits.** Developer shall obtain prior to the issuance of the Notice to Proceed all the necessary approvals, permits, and licenses from the City, the County, Board of Soil and Water Resources, utility companies, Minnesota Department of Natural Resources (the "**DNR**"), Minnesota Department of Health and any other regulatory or jurisdictional agency affect by or having jurisdiction over the Improvements. Any design requirements of such agencies for the Improvements shall be incorporated into the Plans. All costs incurred to obtain said approvals, permits, and licenses and all fines or penalties levied by the agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City harmless from any action initiated by a regulatory agency resulting from any failure of Developer. Developer is required to obtain a General Storm Water Permit for Construction Activity (the "**Storm Water Permit**") and a Sanitary Sewer Extension Permit (the "**Sanitary Sewer Permit**") from the Minnesota Pollution Control Agency (the "**MPCA**"). The Storm Water Permit shall remain in full force and effect until Developer files a notice of termination of such permit with the MPCA. The notice of termination shall not be filed until all grading and temporary/permanent erosion control measures required by the MPCA and the City as shown on the Plans are completed.
10. **Developer's Contractors.** Developer's engineer shall provide to City Engineer a list of the contractors and subcontractors selected by Developer along with their qualifications. Specifically, the City requires the name of the subcontractor, address, contact information, and a statement from Developer that to the best of Developer's knowledge, the subcontractor can fulfill its obligations under its contract with Developer, together with such other requirements as may be imposed by law or ordinance.
11. **Commencement of Improvements.** The City shall issue a Notice to Proceed upon satisfaction of the following conditions:

- A. The City Engineer reviewed and approved the Plans for the Improvements and Developer's engineer certified those Plans.
- B. The City received the Financial Guaranty for the Improvements.
- C. The City received evidence that the Final Plat was recorded with Crow Wing County.
- D. The City received a certificate of insurance naming the City as an additional insured and satisfying the insurance requirements set forth below.
- E. Developer conducted a preconstruction meeting and submitted an accurate construction schedule in form and at a level of detail acceptable to the City.

12. **Inspections.** The City Engineer or its designee will review and comment on the Plans submitted by Developer's engineer. The City Engineer will observe the construction of all Improvements as necessary to determine compliance with the Plans. Any inspection by the City Engineer or its designee shall be done for the sole benefit of the City. Developer agrees that inspection by the City Engineer or its designee shall be at Developer's expense on an hourly rate basis.

Developer shall provide to the City Engineer reasonable advance notice of work identified in the Plans being performed on the Property. Developer is responsible, at Developer's sole cost, to provide soils and material testing to certify that the Improvements are completed in compliance with the Plans. The personnel performing the soil and material testing shall be certified by the Minnesota Department of Transportation, and subject to the approval of the City Engineer. Testing shall be performed at the specified rates prescribed in the City Standard Specifications and Developer shall provide documentation to demonstrate compliance. The City Engineer has the sole discretion to determine if additional testing is necessary. The cost of all testing performed at the specified rates as well as any additional testing deemed necessary by the City Engineer is Developer's expense.

Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection or testing by the City Engineer or its designee. Developer shall instruct its own engineer to provide adequate field inspection personnel to assure an acceptable level of quality control throughout the construction of the Improvements. Developer must be able to certify to the City that the installed Improvements comply with the Plans for the applicable phase of the Subdivision as a condition of the City's acceptance of the Improvements for such phase of the Subdivision.

Developer hereby grants the City Engineer and the City, its agents, inspectors, employees, officers, and contractors a license to enter the Property to perform the inspections required during the installation of Improvements by Developer.

13. **Erosion Control.** Developer shall implement and install soil erosion and sediment control measures prior to grading of the site and throughout construction of the Improvements pursuant to the Plans. After the Property is rough-graded, but before construction of any Improvement is commenced, the soil erosion control measures shall be implemented and installed by Developer and inspected by the City Engineer. The City Engineer or the Soil

and Water Conservation District, or their designated agent, may, in their discretion, impose additional erosion control requirements if the then-existing erosion control measures are not sufficient to reasonably reduce soil erosion and control sediment generated from the site. To the extent caused by the construction or installation of the Improvements, Developer shall promptly clean dirt and debris from property that is or to be dedicated to the City, including but not limited to public right-of-way, storm water system, ponds/basins, wetlands and adjoining property which has resulted from construction work by Developer, its agents, contractors, or assigns. Developer shall use methods approved by the City Engineer, such as topographic survey which has been delivered to the City Engineer prior to the Effective Date and is incorporated into the Plans, to measure the ground and water surface elevations of the ponds/wetlands on the Property prior to performing any of the Improvements for purposes of parties being able to determine if the dirt and debris is the responsibility of Developer.

The parties recognize that time is of the essence in controlling erosion. If Developer does not implement and install the soil erosion and sediment control measures pursuant to the Plans, requirements of necessary permits, and schedule or supplementary instructions received in writing from the City or the County Soil and Water Conservation District, including but not limited to its failure to remove dirt and debris from public roadways, and Developer fails to cure (i) within forty-eight hours for any emergency situation as determined by the City or (ii) within five (5) days for any non-emergency situation of receiving the written notice, Developer shall pay the City \$250.00 per calendar day until Developer cures the failure to the City's or the County Soil and Water Conservation District's reasonable satisfaction. The City may also take such action as it deems appropriate to control erosion and remove sediment upon not less than seven (7) days prior written notice to Developer of any proposed action. If Developer does not reimburse the City for any cost the City incurred for such work or pay the fine amount within thirty (30) days, the City may draw on the Financial Guaranty (as defined below) to pay all actual costs incurred by the City under this paragraph. No development or related activity of the Property shall be allowed, and no building permits will be issued while any portion of the Property is not in full compliance with the soil erosion control measures set forth in the Plans, City Code, City standards and detail, or otherwise required by other governmental regulations.

14. **Improvement Completion.** All Improvements shall be substantially completed no later than December 31, 2026, subject to items that cannot be completed due to the time of year and upon issuance of a temporary certificate of occupancy (the "**Substantial Completion Date**"). Substantial completion includes the following:
 - Non-wear bituminous paving and all curbing.
 - All utility work, including public and private utility installations.
 - Signage and pavement striping.
 - Installation of turf restoration materials.

Within thirty 30 days after the Substantial Completion Date, Developer shall supply the City with complete sets of record drawings or “as-built” plans for all Improvements constructed and/or installed at no cost to the City. These plans shall be provided in two (2) forms: CAD and PDF electronic files.

Notwithstanding any other notice requirement herein, Developer shall deliver to the City Engineer written notice within 30 days of (i) the Substantial Completion Date that all the Improvements have been completed substantially in accordance with the Plans. The City Engineer shall then inspect the Improvements and notify Developer of any Improvements constructed and/or installed that do not appear to be in compliance with the Plans. If the City Engineer notifies Developer that any of the Improvements are not in compliance with the Plans, Developer shall take such actions as necessary to cause the Improvements to comply with the Plans. Following any such actions, Developer will deliver to the City Engineer a letter of certification that the Improvements have been constructed in accordance with the Plans.

All Improvements shall be completed by June 30, 2027 (the “**Phase 2 Final Completion Date**”).

15. **Utility, Park Dedication Fees, Deferred Assessment, and Development Fees.** Pursuant to City Code, Developer is required to pay utility charges for the utilities provided by the City and park dedication fees at the rates set forth in the City fee schedule at the time of the issuance of the building permit. Developer waives any right to object to the payment of the connection and availability charges and park dedication fees.

Pursuant to City Council action on February 3, 2025, the City Council approved waving the interest for a deferred assessment for the 2006 Beaver Dam Rd. improvement project for Property Identification Nos 41330799, 41330800, 41330803 in the amount \$37,346.55. COUNTRY MANOR CAMPUS BRAINERD LLC is responsible for paying the principal amount of the assessment of \$64,950.52.

Pursuant to City Council action on February 3, 2025, the payment of the connection and availability charges, deferred assessments, and park dedication fees shall start 30 days after the issuance of a certificate of occupancy (including temporary) and shall be paid in 5 annual payments. Each additional payment shall be made on the anniversary date of the first payment. The annual interest rate on the deferred payments shall be 1.5%.

16. **Payment of City’s Costs.** Developer is responsible for the payment of all reasonable out-of-pocket costs incurred by the City related to the development of the Subdivision including engineering, planning consultants, right of way agent services, appraisals, title work, and legal services. The City shall invoice Developer no less than monthly for all out-of-pocket costs incurred by the City, and Developer shall submit payment to the City within 30 days of receipt of the invoice(s). The City shall provide suitable documentation supporting the charges claimed by the City.
17. **Conditions of Payment of Costs.** The following conditions shall apply to the payment of City costs contemplated under this Agreement:

- A. The City Staff's hourly rates for processing applications shall be paid at the normal hourly rate including all benefits and overhead incurred by the City.
 - B. Payment shall be made to City consultants, including but not limited to engineering, legal and planning, in the amounts actually billed to the City, according to the customary consulting rates in effect at that time. Such consulting services and/or costs shall reasonably and necessarily relate to the scope of this Agreement as determined by the City.
18. **Other Deposits.** Not applicable.
19. **Faithful Performance and Financial Guaranty.**
- A. **Amount.** No Improvements shall be commenced on the Property until Developer has delivered to the City a financial guaranty in the form of a letter of credit (the "**Financial Guaranty**") securing the full performance of the Improvements. The amount of the Financial Guaranty equals 125% of the total estimated cost of the Improvements. The amount of the Financial Guaranty shall be determined by the City Engineer upon receipt of the estimated costs submitted by the Developer.

The Financial Guaranty is not to be withdrawn or reduced in amount without prior approval of the City Council. The City will reduce Financial Guaranty from time to time at the request of Developer with the approval of the City Engineer.

At no time will the City reduce the Financial Guaranty for any phase of the Subdivision to less than Twenty-five Thousand and No/100 Dollars (\$25,000.00) until the Substantial Completion of Improvements. Upon final completion of the Improvements and the submission of as-built record drawings for all Improvements, the Financial Guaranty will be reduced to \$5,000.00 for two years following the date of City acceptance of the Improvements and thereafter shall be terminated and returned to Developer.
 - B. **Terms.** The Financial Guaranty may be for a stated term provided it is automatically renewable. The City may draw on the Financial Guaranty, without notice, (i) after an event of default under this Agreement has occurred, which default has not been remedied within any applicable cure period, or (ii) upon receiving written notice that the Financial Guaranty will be allowed to lapse. From and after an event of default under this Agreement has occurred, which default has not been remedied within any applicable cure period, the City may draw down the Financial Guaranty to pay for all reasonable and actual costs and expenses incurred by the City to enforce this Agreement, including the costs incurred by the City in connection with the collection of the Financial Guaranty. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Financial Guaranty, the City may also draw down the Financial Guaranty.
 - C. **Claims.** If the City receives claims from contractors, subcontractors, laborers or materialmen (collectively, "**Claimants**") that the Improvements have been constructed and money due them have not been paid, and that the Claimants are seeking payment out of the Financial Guaranty posted with City, the City shall notify Developer in writing and provide copies of any claims to Developer.

Developer may, at its option within thirty (30) days of the date of the City's written notice, bond over any claims by depositing with the City or Crow Wing County District Court such security as necessary to reasonably resolve any claim. If Developer fails to bond over any claim within thirty (30) days of the City's notice of such claim, Developer hereby authorizes the City, at the City's discretion, to commence an Interpleader action pursuant to Rule 22 of the Minnesota Rules of Civil Procedure for the Crow Wing County District Court at Developer's expense, including court costs and reasonable attorney fees incurred by the City. Developer further authorizes the City to draw upon the Financial Guaranty in the amount of 125% of the claim together with reasonable attorneys' fees and court costs, and to deposit the funds in compliance with the Rule. Upon such deposit, Developer shall release, discharge and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the District Court shall retain jurisdiction to determine the amount of reasonable attorneys' fees, costs and expenses owed to the City.

- D. Faithful Performance of Construction Contracts and Bond. Prior to the commencement of construction of the Improvements, Developer will furnish the City Engineer with evidence that the general contractor has satisfactory and sufficient performance bonds, as required by Minnesota Statutes § 574.26 for public developers, in at least the full amount of all contracts entered into by Developer for the construction of Improvements for such phase.
20. Hours of Operation. All construction on the Property shall occur within the hours permitted by City Code, except as otherwise permitted by the City Engineer.
21. Warranty. Unless a longer warranty period is provided by Minnesota law, Developer warrants all public Improvements constructed and/or installed by Developer against poor design, engineering, material and faulty workmanship for a period of 24 months after the Final Completion Date of the Improvements. All Trees and boulevard permanent seeding are hereby warranted by Developer to be alive for 12 months after planting. Any replacements of Trees and/or boulevard permanent seeding are hereby warranted by Developer for 12 months from the time of planting. Developer shall televise all infrastructure to ensure performance prior to City acceptance of the Improvements and provide a copy of taped televising to City prior to acceptance.

Prior to final acceptance of Improvements, Developer shall provide a performance bond or an additional cash escrow, beyond the security, in an amount equal to 50% percent of the actual construction cost of the public Improvements for a two (2) year period commencing upon the Final Completion Date of the Improvements. During such two (2) year period, Developer shall be solely responsible for the cost and expense to perform all required repair work to the Improvements within thirty (30) days of written notification by the City.

22. Ownership of Improvements. Upon completion of the Improvements for each phase of the Subdivision and City's written acceptance of the work and construction required by this Agreement, the Improvements lying within the public right-of-way and public easements as shown on the Final Plat shall become City property without further notice or action unless the improvements are to be deemed private infrastructure by the City.

23. **Recording of Memorandum and Release.** This Agreement shall run with the Property and a memorandum of this Agreement in such form as reasonably acceptable to the City and Developer may be recorded in the office of the County Recorder, Crow Wing County, Minnesota, against the title to the Property. After the Improvements are completed and accepted by the City, the City shall deliver to Developer a release of this Agreement, except for the warranties provided herein, which shall include a certificate of completion of the Improvements in such form as Developer may reasonably require.
24. **Insurance.** Developer or its general contractor shall take out and maintain until six (6) months after the Final Completion Date commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's ownership of the Property or Developer's or general contractor's construction of the Improvements. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$2,000,000 or more. The City, its employees, its agents, and assigns shall be named as additional insureds on such policies, and Developer or its general contractor shall file with the City a certificate evidencing coverage prior to the City signing the final plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.
25. **Legislative Judgment.** Developer recognizes that the City cannot, through this Agreement, obligate the City Council to approve applications and submittals, including plats, regarding the development of the Subdivision or changes to the City Code. Nothing in this Agreement shall be construed as pre-approval by the City of any plat or application for land-use, subdivision, planned unit development, or building permit/site plan consideration submitted by Developer or its successors or assigns other than establishing the framework for meeting the requirements under the City Code that are specifically addressed herein. Nothing in this Agreement shall affect Developer's obligations or its successors' or assigns' other obligations under the City Code or any other governing law when it moves forward with any development of the Subdivision.
26. **Developer's Default.** Default shall occur upon failure of Developer to perform in whole or in part any of the terms identified in this Agreement on or before the Final Completion Date for any phase of the Subdivision. The City shall provide written notice to Developer of the default and provide reference to the paragraph of this Agreement representing the default. Unless a specific deadline is set forth herein, Developer shall be provided a reasonable period to correct the deficiency, except in an emergency situation as determined by the City. Upon the occurrence and during the continuance of any default following the expiration of a reasonable period for Developer to cure such default, the City may, at its option, perform the work and Developer shall promptly reimburse the City for any expense incurred by the City, provided Developer is given notice by the City that the City intends to correct Developer's work in default not less than 48 hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, levy the cost in whole or in part as a special assessment

against the Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Chapter 429.

If possible, prior to taking any action to cure emergency situations, the City shall notify Developer of any emergency situations on the Subdivision and describe the City's proposed actions to resolve the emergency situations. If Developer fails to cure or remedy the emergency situations, the City may, in case of emergencies, proceed to cure the default by Developer. Developer hereby waives all rights to notice of default when the City determines that an emergency exists.

27. **Indemnification.** Developer shall hold the City and its officers, agents and employees harmless from claims made by Developer and third parties for damages sustained or alleged to be sustained, or costs incurred resulting from Developer's negligence or otherwise wrongful act or omission, including breach of this Agreement by Developer or its independent contractors, agents, employees or delegates. Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses which the City may pay or incur as a result of such claims, including reasonable attorney's fees.
28. **Notice.** Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be (i) delivered personally, (ii) deposited with a national overnight delivery service with all fees prepaid, or (iii) mailed by United States mail by certified mail (return receipt requested), to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or delivered by the national overnight delivery service or two (2) days after being deposited in the mail in accordance with the above. The addresses of the parties hereto are as follows, until changed by notice given as above:

If to Developer:

Country Manor Campus Brainerd LLC
c/o The Foundation For Health Care Continuums
Attn: Chief Executive Officer
520 1st Street NE, Sartell, MN 56377

If to the City:

City of Brainerd
Attn: City Administrator
501 Laurel Street, Brainerd, MN 56401
Email: nbroyles@ci.brainerd.mn.us

29. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

30. **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
31. **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of Developer referenced in this Agreement.
32. **Amendments.** The terms of this Agreement shall not be amended without the written consent of all parties hereto.
33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed effective as of the Effective Date set forth above.

CITY OF BRAINERD

By: _____
Dave Badeaux, Mayor

Attest:

By: _____
Nicholas W. Broyles
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

This instrument was acknowledged before me on ____ day of _____, 2025, by Dave Badeaux as Mayor and Nicholas W. Broyles as City Administrator of the City of Brainerd, Minnesota.

Notary Public

COUNTRY MANOR CAMPUS BRAINERD LLC

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on ____ day of _____, 2025, by _____, _____ of Country Manor Campus Brainerd LLC, on behalf of the limited liability company.

Notary Public

This instrument drafted by:

Ratwik, Roszak & Maloney, P.A.
444 Cedar Street, Suite 2100
St. Paul, MN 55101
(612) 339-0060
(JL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The South 26.10 Acres of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota

AND

Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, except the South 26.10 acres thereof, Crow Wing County, Minnesota.

AND

The North 874.74 feet of NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Except the South 12 acres of the North 874.74 feet, Crow Wing County, Minnesota.

To be platted as Country Manor Senior Living Campus of Brainerd, Crow Wing County, Minnesota.

EXHIBIT B

FINAL PLAT OF SUBDIVISION
(attached)



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Adopt Resolution Calling a Public Hearing on Issuing Conduit Debt

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

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

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The City has been requested to issue conduit debt for the Country Manor project. There is a statutory process to do so, and one of the requirements is that the City hold a public hearing. Attached is a resolution calling for the public hearing and providing preliminary approval for the issuance of the conduit debt.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The public hearing is scheduled to be held at the March 17th council meeting. After the public hearing, Council will consider passing a resolution to issue the conduit debt.

At the time the debt is issued, the City will also enter into a separate document with Country Manor for the bank qualified fee. This is the agreement for Country Manor to reimburse the City an estimated difference between the interest rate for the City having to issue non-bank qualified debt for the 2025 infrastructure projects, due to issuing the conduit debt.

RECOMMENDED ACTION/MOTION: Adopt the attached resolution calling a public hearing regarding the issuance of conduit revenue bonds for the benefit of Country Manor Campus, LLC and providing preliminary approval of the issuance.

FINANCIAL IMPACT: N/A

CITY OF BRAINERD, MINNESOTA

**RESOLUTION
NO. _____**

**RESOLUTION CALLING A PUBLIC HEARING REGARDING THE ISSUANCE
OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES,
CHAPTER 462C AND SECTIONS 469.152 THROUGH 469.1655, AS
AMENDED, FOR THE BENEFIT OF COUNTRY MANOR CAMPUS BRAINERD
LLC AND PROVIDING PRELIMINARY APPROVAL TO THE ISSUANCE
THEREOF**

BE IT RESOLVED by the City Council of the City of Brainerd, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance and refinance multifamily housing developments (including independent living, assisted living, and memory care facilities).

1.02. Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Industrial Development Act"), the City is authorized to issue revenue bonds to finance or refinance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of a project, defined in the Industrial Development Act to include any properties, real or personal, used or useful in connection with a revenue producing enterprise.

1.03. Country Manor Campus Brainerd LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is The Foundation For Health Care Continuums (the "Sole Member"), a Tennessee nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has proposed that the City issue its revenue obligations, in one or more series, as taxable or tax-exempt obligations (collectively, the "Bonds"), in an aggregate principal amount estimated not to exceed \$50,000,000, and loan the proceeds thereof to the Borrower. The Borrower intends to apply the proceeds thereof, along with other available funds, to (i) finance all or a portion of the costs of the acquisition, construction, and equipping of an independent living, assisted living, and memory care facility to be located on an approximately 54-acre site (the "Property") north of the Northtown housing development, east of Beaver Dam Road, across from Coles Way with an address of 9040 Country Manor Way in the City (the "Senior Housing Project"); (ii) finance all or a portion of the costs of the acquisition, construction, and equipping of a day care to be located on the Property (the "Day Care Project," and together with the Senior Housing Project, the "Project"); (iii) refinance a taxable obligation of the Borrower or the Sole Member (the "Prior Taxable Debt") previously incurred for the acquisition or improvement of the Project; (iv) fund required reserves; (v) finance capitalized interest; and (iv) pay costs of issuance of the Bonds. The Borrower will own and operate the Project.

1.04. As a condition to issuing the Bonds under the Housing Act to provide financing for the Senior Housing Project and refinancing for the Prior Taxable Debt, the City must adopt a

housing program providing the information required by Section 462C.03, subdivision 1a of the Housing Act (the “Housing Program”).

1.05. As a condition to issuing the Bonds under the Industrial Development Act to provide financing for the Day Care Project, the City Council must find that the Day Care Project furthers the purposes stated in Section 469.152 of the Industrial Development Act and the Commissioner of the Minnesota Department of Employment and Economic Development (“DEED”) must approve the Day Care Project on the basis of an application submitted by the City with all required attachments and exhibits (the “DEED Application”).

1.06. Pursuant Section 147(f) of the Code, prior to the issuance of the Bonds, the City Council must conduct a public hearing (the “Public Hearing”) on the Project and the proposed issuance of the Bonds after either posting the notice on the City’s website at least seven (7) days before the hearing or publication of notice in a newspaper circulating generally in the City at least seven (7) days before the hearing. Under Section 462C.04, subdivision 2 of the Housing Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the Public Hearing. Under Section 469.154, subdivision 4 of the Industrial Development Act, a public hearing must be held regarding the Day Care Project after one publication of notice in the official newspaper of the City at least fourteen (14) days before the Public Hearing.

1.07. The Borrower has requested that the City Council conduct the Public Hearing to (i) approve the plan of finance for the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code, and the regulations promulgated thereunder; (ii) approve the proposed Bonds and the Housing Program for the Senior Housing Project and the Prior Taxable Debt under Section 462C.03, subdivision 1a of the Housing Act; and (iii) approve the proposal to finance the Day Care Project under Section 469.154, subdivision 4 of the Industrial Development Act.

Section 2. Preliminary Findings. Based on representations made by the Borrower to the City to date, the City Council of the City hereby makes the following preliminary findings, determinations, and declarations:

(a) The proceeds of the Bonds will be loaned to the Borrower and the proceeds thereof, along with available funds, will be used to finance and refinance the acquisition, construction, and equipping of the Project, fund required reserves, finance capitalized interest, and pay costs of issuance of the Bonds. The City will enter into one or more loan agreements (or other revenue agreements) with the Borrower requiring loan repayments from the Borrower in amounts sufficient to repay the loan of the proceeds of the Bonds when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

(b) In preliminarily authorizing the issuance of the Bonds, the City’s purpose is to further the policies of the Housing Act and the Industrial Development Act.

(c) The Bonds will be special, limited obligations of the City payable solely from the revenues pledged to the payment thereof, will not be a general or moral obligation of the City, and will not be secured by or payable from revenues derived from any exercise of the taxing powers of the City.

(d) With respect to the Senior Housing Project and the Prior Taxable Debt, the Bonds will finance and refinance a multifamily housing development designed and

intended to be used for rental occupancy by elderly persons. Furthermore, the Senior Housing Project and the portion of the Project to be refinanced meets the requirements of a “combined facility” under Section 462C.05, subdivision 7 of the Housing Act.

(e) The Day Care Project furthers the purposes stated in Section 469.152 of the Industrial Development Act and the constitutes a “project” within the meaning of Section 469.153, subdivision 2(b) of the Industrial Development Act.

Section 3. Public Hearing.

3.01. The City Council shall meet at or after 7:30 p.m. on Monday, March 17, 2025, or at such later date as City staff shall determine, to conduct the Public Hearing as requested by the Borrower, notice of which hearing (the “Public Notice”) will be published as required by Section 147(f) of the Code, Section 462C.04, subdivision 2 of the Housing Act, and Section 469.154, subdivision 4 of the Industrial Development Act.

3.02. The City Administrator is hereby authorized to direct bond counsel to the City (“Bond Counsel”) to publish the Public Notice, in substantially the form attached hereto as EXHIBIT A, in the *Brainerd Dispatch*, the official newspaper of and a newspaper of general circulation in the City. The Public Notice shall be published at least once, at least fifteen (15) days prior to the date of the Public Hearing. At the Public Hearing, reasonable opportunity will be provided for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bonds for the purposes set forth herein.

Section 4. Housing Program. Bond Counsel is authorized to prepare and submit to the City a draft Housing Program to authorize the issuance by the City of the Bonds to provide financing for the Senior Housing Project and refinancing for the Prior Taxable Debt. The City is authorized and directed to submit the Housing Program to the Region Five Development Commission for review and comment pursuant to Section 462C.04, subdivision 2 of the Housing Act.

Section 5. DEED Application. In accordance with Section 469.154 of the Industrial Development Act, Bond Counsel is authorized to prepare a draft copy of the DEED Application, together with drafts of all required attachments and exhibits, with respect to the Day Care Project. The DEED Application, together with all attachments and exhibits, shall be made available for public inspection in the office of the City Administrator during regular business hours of the City. The City Administrator and other officers, employees, attorneys, and agents of the City are hereby authorized to provide DEED with any information needed for this purpose, and the City Administrator is authorized to initiate and assist in the preparation of such documents as may be appropriate for the Day Care Project.

Section 6. Preliminary Approval. The City Council hereby states its preliminary intention to issue the Bonds in the estimated maximum aggregate principal amount of \$50,000,000 to finance and refinance the acquisition, construction, and equipping of the Project, fund required reserves, finance capitalized interest, and pay costs of issuance of the Bonds.

Section 7. Reimbursement of Costs under the Code.

7.01. Treasury Regulations. The United States Department of the Treasury has promulgated final regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City or the Borrower for project expenditures paid

prior to the date of issuance of such bonds. In particular, Treasury Regulations, Section 1.150-2 (the "Regulations") require that the issuer (for qualified 501(c)(3) bonds, either the entity that actually issues the bonds or the conduit borrower) adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

7.02. Reimbursement for Expenditures. To the extent any portion of the proceeds of the Bonds will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Borrower for the expenditures made for costs of the Project from the proceeds of the Bonds after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and also qualifying expenditures under the Housing Act and the Industrial Development Act.

Section 8. Offering Documents. Other than providing information regarding the City (the "City Information"), the City has not participated in and will not participate in the preparation of any offering documents with respect to the sale of the Bonds, including but not limited to official statements and limited offering memoranda (collectively, the "Offering Documents"), and the City assumes no responsibility for the sufficiency, accuracy, or completeness of the information contained in the Offering Documents other than the City Information. Subject to the foregoing, the City hereby consents to the distribution and the use by the underwriter in connection with the offer and sale of the Bonds of the Offering Documents.

Section 9. Costs. The Borrower will pay the administrative fees of the City and pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the proposed financing and issuing the Bonds, whether or not the Bonds are issued.

Section 10. Commitment Conditional. The adoption of this resolution does not constitute a guaranty or firm commitment that the City will issue the Bonds as requested by the Borrower. The City retains the right in its sole discretion to withdraw from participation and accordingly not to issue the Bonds, or issue the Bonds in an amount less than the amount referred to herein, should the City at any time prior to issuance thereof determine that it is in the best interest of the City not to issue the Bonds, or to issue the Bonds in an amount less than the amount referred to herein, or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents required for the transaction.

Section 11. Effective Date. This resolution shall be in full force and effect from and after its passage.

(The remainder of this page is intentionally left blank.)

Adopted this 18th day of February, 2025.

MIKE O'DAY
President of the Council

Approved this 19th day of February, 2025.

DAVE BADEAUX
Mayor

ATTEST:

NICHOLAS W. BROYLES
City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF BRAINERD, MINNESOTA

NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF CONDUIT REVENUE BONDS UNDER MINNESOTA STATUTES, CHAPTER 462C AND SECTIONS 469.152 THROUGH 469.1655, AS AMENDED, FOR THE BENEFIT OF COUNTRY MANOR CAMPUS BRAINERD LLC

NOTICE IS HEREBY GIVEN that the City Council of the City of Brainerd, Minnesota (the "City"), will hold a public hearing on Monday, March 17, 2025, at or after 7:30 p.m. at City Hall, located at 501 Laurel Street in the City, on a proposal that the City Council approve a plan of finance and authorize the issuance by the City of its conduit revenue bonds, in one or more series, as tax-exempt or taxable obligations (collectively, the "Bonds"), under Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), and Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Industrial Development Act"), for the benefit of Country Manor Campus Brainerd LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is The Foundation For Health Care Continuums (the "Sole Member"), a Tennessee nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Borrower intends to apply the proceeds thereof, along with other available funds, to (i) finance all or a portion of the costs of the acquisition, construction, and equipping of an independent living, assisted living, and memory care facility to be located on an approximately 54-acre site (the "Property") north of the Northtown housing development, east of Beaver Dam Road, across from Coles Way with an address of 9040 Country Manor Way in the City (the "Senior Housing Project"); (ii) finance all or a portion of the costs of the acquisition, construction, and equipping of a day care to be located on the Property (the "Day Care Project," and together with the Senior Housing Project, the "Project"); (iii) refinance a taxable obligation of the Borrower (the "Prior Taxable Debt") previously incurred for the acquisition or improvement of the Project; (iv) fund required reserves; (v) finance capitalized interest; and (iv) pay costs of issuance of the Bonds. The Borrower will own and operate the Project. The Bonds are proposed to be issued in an estimated aggregate principal amount not to exceed \$50,000,000.

The Bonds will be issued by the City and will constitute special, limited obligations of the City payable solely from the revenues expressly pledged to the payment thereof, and will not constitute a general or moral obligation of the City and will not be secured by the taxing power of the City or any assets or property of the City except interests in the Project that may be granted to the City in conjunction with the financing.

Following the public hearing, the City Council will consider adoption of a resolution approving a housing program prepared in connection with the Senior Housing Project to be financed and the Prior Taxable Debt to be refinanced in accordance with the Housing Act (the "Housing Program") and granting final approval to the issuance of the Bonds to finance and refinance the Project. A copy of the Housing Program and a draft copy of the application to the Minnesota Department of Employment and Economic Development for approval of the Day Care Project, together with all attachments and exhibits prepared in accordance with the Industrial

Development Act, are available for public inspection following the publication of this notice, at City Hall during normal business hours.

All persons interested may appear and be heard at the time and place set forth above or may file written comments with the City Administrator prior to the date of the hearing set forth above.

Dated: March 1, 2025

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF BRAINERD, MINNESOTA

/s/ Nick Broyles

City Administrator

City of Brainerd, Minnesota



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 17-12 - Wright/10th Reconstruction Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 17-12 is a reconstruction project in South Brainerd on Wright Street and SE 10th Street in the Industrial Park area. Staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION:

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

FINANCIAL IMPACT: N/A

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on February 18th, 2025, to consider making the improvement as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

IMPROVEMENT 17-12 – WRIGHT/10TH RECONSTRUCTION PROJECT

Street Reconstruction– Grading, Aggregate Base, Bituminous, Concrete Curb and Gutter, Storm Sewer, Watermain, and Incidentals

Wright Street – South 6th Street to 13th Street SE
South 10th Street – Industrial Park Road to Wright Street

The area proposed to be assessed is the property abutting said streets and alleys.

The estimated cost of such improvements is \$3,554,356.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

Any individual needing special accommodations, please call 218-828-2307.

Dated: January 22, 2025

Jessie Dehn, P.E.
City Engineer

Publish Brainerd Dispatch January 25, February 1 and 12, 2025



IMPROVEMENT 17-12 – WRIGHT/10TH RECONSTRUCTION PROJECT FEASIBILITY REPORT

January 21, 2025

Prepared for review and consideration by the
Mayor and City Council of the City of Brainerd

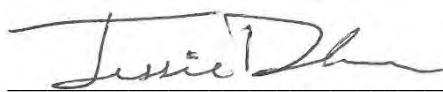


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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 

Jessie Dehn, P.E.
License No. 57747

Date: January 21, 2025



Introduction

City staff is pleased to present this report for improvements as listed above. Generally, the improvements consist of approximately 13.5 blocks of full reconstruction of street surfaces, storm sewer catch basin replacement, watermain replacement and upgrades, removal of existing bituminous surfacing, curb and gutter replacements, restoration, and other miscellaneous incidental items.

Project Description and Existing Conditions

This project is a large-scale reconstruction project located in south Brainerd on streets that have fallen into general disrepair and have conditions that may not be acceptable for public use. There are also municipal utilities that have exceeded their useful life and have fallen into disrepair, requiring replacement. When streets and utilities come to this point, the City has an obligation to repair or make repairs to these streets to make them safe and passable for the travelling public, along with ensuring the streets have proper drainage systems installed.

The City utilizes a pavement management system which scores pavement and curb conditions based on current deficiencies within the pavements. The equation utilizes measurements of different cracking, potholing, and other surface and subgrade deficiencies that lead to a street falling into disrepair or an unacceptable condition. The score is from 0-4, zero means the road is completely impassable and a 4 means that a street is brand new or newly constructed. Below is a list of the streets planned for work this summer and their respective pavement and curb scores based on 2021 data. Please note the scores read pavement score/curb score:

Wright Street (South 6th Street to 13th Street SE)

Pavement 2.20 / 4.00, Curb 2.00 / 4.00

Originally Constructed in 1973 (S. 6th to Trail) and 1981 (Trail to 13th St SE)

South 10th Street (Industrial Park Road to Wright Street)

Pavement 2.63 / 4.00, Curb 3.00 / 4.00

Originally Constructed in 1981

During pavement evaluation processes, we look at specific types of pavement deficiencies to score the pavements and enter equations. We typically look at a localized 100-foot segment for scoring pavements that is most representative of the street. This does not mean that other areas of the street may be in worse or better condition during scoring. Staff looks at the entire street when identifying project limits and does not focus solely on scores. There are also other needs when considering project limits such as underlying utility needs and needs for sidewalk inclusion that staff looks at when evaluating project termini.

All the streets listed above are at or have exceeded their planned life expectancy. All streets are seeing weathered surfaces, transverse and longitudinal cracking, alligator cracking, potholing, and other distresses that indicate the pavement needs reconstruction. Curb and gutter condition is



faulting and damaged in several areas. However, in areas not faulted or damaged, the curb and gutter is generally in decent condition, but in some areas has minimal longitudinal grade leading to slower than desired stormwater drainage during rain events. Underlying watermain needs were also taken into consideration with the help of Brainerd Public Utilities in identifying project limits based on location of watermains under the street surface. Storm sewers within the project limits were thoroughly evaluated. The storm sewer trunk mains are large but generally function acceptably and are in acceptable condition. Storm sewer catch basins throughout the corridor are deteriorated and in poor condition and will need to be replaced as part of this project. Sanitary sewer main was evaluated utilizing the City's jetting and camera equipment. The sanitary sewer is vitrified clay pipe but in generally acceptable condition and is proposed to remain in place and not be replaced as part of this project.

S. 10th Street is functionally classified as a local street. Wright Street is functionally classified as a Minor Collector. In which, Wright Street not only serves as an access point for properties immediately adjacent to the street but also serves as a connection from adjacent local streets to larger collector and arterial routes. The future use and designation of these streets is not proposed or anticipated to change in future years.

Both street segments generate general commercial and industrial traffic. West of the Spur Line Trail, there is higher traffic generation on Wright Street, which can be attributed to the adjacent residential neighborhood to the north, higher density residential property such as Good Samaritan to the south, and other commercial properties to the south as well.

Proposed Project and Work Types

The intent of this section of the report is to give a broad overview of construction types for the project along with outlining the feasibility of the project.

Street reconstruction of this nature is highly intrusive. The underlying utility needs and current surface and curb and gutter ratings are driving most of the improvements.

Right of Way

The project is not anticipated to need any right-of-way acquisition. Most of the current rights-of-way on the project are 80-feet in width, which allows the full reconstruction of the street, replacement of old utilities, and restoration without the need for additional temporary easements or permanent right-of-way.

Removals

The streets in the project area are surfaced with bituminous asphalt pavement. This is being proposed to all be removed to access underlying utilities. All curb and gutter are proposed for removal in the project limits, as all was part of the original construction. Driveways and other pavements outside of the street are all proposed for removal with the project, as street grades and utility re-alignments, along with the condition of these elements, make it necessary.



Proposed Typical Sections

The City is proposing to replace the existing typical section on Wright Street and S. 10th Street. That is a 44-foot-wide street (41 feet bituminous surface with 3 feet of curb and gutter drivable surface). This section allows for two lanes of traffic (13 feet wide) and two parking lanes (9 feet wide). Both Wright Street and S. 10th Street are State Aid streets, thus the design strength must meet State Aid standards. Due to the immediate adjacent use, the City is proposing a typical section depth of 6 inches of aggregate base and 3 ½ inches of bituminous asphalt, using an assumed subgrade R-Value of 70. In addition, due to issues with observed high groundwater tables in the area, staff is including a geotextile fabric layer under the aggregate base and edge line drain tile to separate the road core section from moisture and provide an avenue for groundwater to drain from underneath the roadway.

Utilities

Full replacement of existing watermain infrastructure within the project limits are proposed. Storm sewer catch basins will be replaced within the project limits as well. Sanitary castings are proposed to be replaced in all project areas as necessary. Water services to businesses and residences are proposed to be replaced with the project where watermain is being replaced.

Restoration

Boulevards will be restored with black dirt and seed in any disturbed area. Boulevard trees removed with construction or per the City's Ash Tree Policy will be replaced on a 1:1 basis. Existing landscaping, retaining walls, and other elements placed by property owners will be individually addressed with the project by City staff and the property owner. Sprinklers will need to be removed by the resident or business prior to construction and replaced once restoration has occurred.

Environmental Considerations and Erosion Control

Standard erosion control BMP's will be placed during construction. Storm sewer will be offline for most of the project, and the contractor will be responsible to ensure the sites are accessible to both vehicles and pedestrians throughout construction. Impervious surface areas are likely to remain equal to current impervious areas with the project construction. No protected or endangered species are anticipated to be affected by the proposed construction.

Access Considerations

As mentioned above, the contractor will be responsible to ensure properties are accessible throughout construction to the greatest extent feasible. With consideration to the adjacent land use, access during construction will need to be carefully coordinated due to the amount of daily commercial trucking traffic that ingresses and egresses from these two streets.

Project Estimated Costs

Below is a breakdown of estimated project costs for the project. Cost breakdowns of each specific roadway will be made available upon request. The totals outlined below reflect an estimated cost with 10% engineering costs included. The costs reflected in bids from contractors may vary from



these costs based on workload, project site conditions, or other factors out of the City's control. The costs are based on historical values for each item of work and vary due to market conditions. Costs are broken down to roadway (street, curb and gutter, restoration, etc.), storm sewer, sanitary sewer, watermain, and assessable costs to give an idea of the cost of those items that are necessary for the street construction:

Wright/10th Reconstruction Project	
Roadway	\$1,749,212
Storm Sewer	\$229,680
Sanitary Sewer	\$84,161
Watermain	\$1,491,303
Assessable Costs (not included in total)	\$662,160
Total Construction and Engineering	\$3,554,356

A portion of the project is proposed to be financed by special assessments. The City assessment policy calls for assessing benefiting owners 50% of the costs associated with street reconstruction on a front foot basis. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots on reconstruction projects that extend on multiple streets. Side-yard is defined as the side of your lot with the most street frontage. Improvements made to the side-yard street result in the City paying for the cost of one-half of the side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. Project costs associated with the replacement of utilities will not be assessed and are paid by the associated utility fund (i.e. watermain items funded by Brainerd Public Utilities). The City Assessment Policy is included in the Appendix. Based on the assessment policy and the above preliminary estimate, it is estimated that the assessment rate for this project would be **\$84.00** per linear foot of front footage.

Summary

The intended uses of these streets and this infrastructure is not anticipated to change over the life of these improvements. Feasibility analysis is completed during the survey, preliminary design, public meetings, and final design of the proposed improvements. Through this analysis, City staff have completed most of the plans and specifications that are explained and contained in this report. The streets proposed for reconstruction have exceeded their life expectancy. The City has an obligation to maintain these traffic corridors for pedestrians and vehicles. Underlying utilities proposed for replacement are in need of replacement. No right of way or expansion of existing streets is proposed, and environmental considerations have been addressed through design.

City staff is recommending that the City Council conduct a Public (Improvement) Hearing with benefiting property owners to determine the need for the proposed improvements. We recommend that, prior to the sale of bonds for the project, the Council pass a resolution stating the intent to reimburse itself for the payment of expenditures out of bond proceeds to be made after the date of payment of the expenditures. From an engineering standpoint, the proposed project is feasible, cost effective, and necessary due to the elements outlined in this report and submitted to the Council as necessary according to Minnesota Statute 429.

Appendix

City of Brainerd, Minnesota Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup its cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

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The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.

Existing Photos – Wright Street and South 10th Street







RESOLUTION
NO. _____

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
IMPROVEMENT 17-12 – WRIGHT/10TH RECONSTRUCTION PROJECT

WHEREAS, the City Council on the 21st day of January 2025, fixed a date for a Council hearing on Improvement 17-12 – Wright/10th Reconstruction Project, to consider the making of improvements on:

Wright Street – South 6th Street to 13th Street SE
South 10th Street – Industrial Park Road to Wright Street

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 18th day of February 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted January 21, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. City Engineer Jessie Dehn is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 18th day of February 2025

MIKE O'DAY
President of the Council

Adopted this 19th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

City of Brainerd, Minnesota Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

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City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution Ordering Improvement and Ordering Preparation of Plans - Improvement 21-13 - Beech/Oakridge Reconstruction Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 21-13 is a reconstruction project in Southeast Brainerd on Beech Street and Oakridge Road. Staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION:

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

FINANCIAL IMPACT: N/A

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on February 18th, 2025, to consider making the improvement as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

IMPROVEMENT 21-13 – BEECH/OAKRIDGE RECONSTRUCTION PROJECT

Street Reconstruction– Grading, Aggregate Base, Bituminous, Concrete Curb and Gutter, Sidewalk, Storm Sewer, Watermain, and Incidentals

Beech Street – Oakridge Road to Oak Street
Oakridge Road – Oak Street to 28th Street SE

The area proposed to be assessed is the property abutting said streets and alleys.

The estimated cost of such improvements is \$2,348,237.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

Any individual needing special accommodations, please call 218-828-2307.

Dated: January 22, 2025

Jessie Dehn, P.E.
City Engineer

Publish Brainerd Dispatch January 25 and February 1, 2025



IMPROVEMENT 21-13 – BEECH/OAKRIDGE RECONSTRUCTION PROJECT FEASIBILITY REPORT

January 21, 2025

Prepared for review and consideration by the
Mayor and City Council of the City of Brainerd

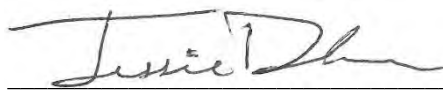


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Utilities.....	4
Restoration	4
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 
Jessie Dehn, P.E.
License No. 57747

Date: January 21, 2025



Introduction

City staff is pleased to present this report for improvements as listed above. Generally, the improvements consist of approximately 9 blocks of full reconstruction of street surfaces, storm sewer replacement, watermain replacement and upgrades, removal of existing concrete and bituminous surfacing, curb and gutter replacements, construction of new sidewalk and pedestrian ramps, restoration, and other miscellaneous incidental items.

Project Description and Existing Conditions

This project is a large-scale reconstruction project located in southeast Brainerd on streets that have fallen into general disrepair and have conditions that may not be acceptable for public use. There are also municipal utilities that have exceeded their useful life and have fallen into disrepair, requiring replacement. When streets and utilities come to this point, the City has an obligation to repair or make repairs to these streets to make them safe and passable for the travelling public, along with ensuring the streets have proper drainage systems installed.

The City utilizes a pavement management system which scores pavement and curb conditions based on current deficiencies within the pavements. The equation utilizes measurements of different cracking, potholing, and other surface and subgrade deficiencies that lead to a street falling into disrepair or an unacceptable condition. The score is from 0-4, zero means the road is completely impassable and a 4 means that a street is brand new or newly constructed. Below is a list of the streets planned for work this summer and their respective pavement and curb scores based on 2021 data. This data also has the last year a resurfacing was completed. Please note the scores read pavement score/curb score:

Beech Street (Oakridge Road to Oak Street)

Pavement 1.82 / 4.00, Curb 3.00 / 4.00

Originally Constructed in 1984

Oakridge Road (Beech Street to 28th Street SE)

Pavement 0.80 / 4.00, Curb is Non-Existent

Originally Constructed in 1975

During pavement evaluation processes, we look at specific types of pavement deficiencies to score the pavements and enter equations. We typically look at a localized 100-foot segment for scoring pavements that is most representative of the street. This does not mean that other areas of the street may be in worse or better condition during scoring. Staff looks at the entire street when identifying project limits and does not focus solely on scores. There are also other needs when considering project limits such as underlying utility needs and needs for sidewalk inclusion that staff looks at when evaluating project termini.

All the streets listed above are at or have exceeded their planned life expectancy. All streets are seeing weathered surfaces, transverse and longitudinal cracking, alligator cracking, potholing, and other distresses that indicate the pavement needs reconstruction. Curb and gutter condition is



generally in decent condition, however has minimal longitudinal grade leading to slower than desired stormwater drainage during rain events. Underlying watermain needs were also taken into consideration with the help of Brainerd Public Utilities in identifying project limits based on location of watermain under the street surface. Storm sewers within the project limits function acceptably but will inevitably need to be adjusted and replaced with adjustment of grades throughout the corridor. Sanitary sewer main was evaluated utilizing the City's jetting and camera equipment. The sanitary sewer is vitrified clay pipe but in generally acceptable condition and is proposed to remain in place and not be replaced as part of this project.

Both Beech Street and Oakridge Road are functionally classified as local streets. The future use and designation of these streets is not proposed or anticipated to change in future years and serve as local streets that bring traffic to collector or arterial streets through southeast Brainerd such as Oak Street.

Both street segments generate local residential traffic. Higher traffic generation on Beech Street can be attributed to the higher density residential mobile home neighborhood, Meadow View Manor, at the south end of Beech Street.

Proposed Project and Work Types

The intent of this section of the report is to give a broad overview of construction types for the project along with outlining the feasibility of the project.

Street reconstruction of this nature is highly intrusive. The underlying utility needs and current surface and curb and gutter ratings are driving most of the improvements.

Right of Way

The project is not anticipated to need any right-of-way acquisition. Most of the current rights-of-way on the project are 66-feet in width, which allows the full reconstruction of the street, replacement of old utilities, concrete sidewalk, and restoration without the need for additional temporary easements or permanent right-of-way.

Removals

The streets in the project area are surfaced with bituminous asphalt pavement. This is being proposed to all be removed to access underlying utilities. All curb and gutter are proposed for removal in the project limits on Beech Street, as all was part of the original construction. Driveways and other pavements outside of the street are all proposed for removal with the project, as street grades and utility re-alignments, along with the condition of these elements, make it necessary.

Proposed Typical Sections

The City is proposing to use its standard typical section on Beech Street. That is a 35-foot-wide street (32' bituminous surface with 3-feet of curb and gutter drivable surface). This section allows for two lanes of traffic (10 ½-feet wide) and two parking lanes (7-feet wide). As Oakridge Road has limited



access, a narrower typical section is proposed that matches the existing street width of a 26-foot-wide street (23' bituminous surface with 3-feet of new curb and gutter drivable surface). This segment will include new curb and gutter to improve stormwater drainage and bituminous pavement preservation on the edge of the street. The section allows for two lanes of traffic (11-feet wide) with 2-foot shoulders on each side. The City is proposing to include construction of a new 5-foot-wide sidewalk on both streets. As Beech Street is a State Aid street, the design strength must meet State Aid standards. Thus, the City is proposing a typical section depth of 6 inches of aggregate base and 3 ½ inches of bituminous asphalt, using an assumed subgrade R-Value of 70.

Utilities

Full replacement and additions of existing watermain infrastructure within the project limits are proposed. Storm sewer main will be redone in the Beech Street corridor. Sanitary castings are proposed to be replaced in all project areas as necessary. Water services to residences are proposed to be replaced with the project where watermain is being added or replaced.

Restoration

Boulevards will be restored with black dirt and seed in any disturbed area. Boulevard trees removed with construction or per the City's Ash Tree Policy will be replaced on a 1:1 basis. Existing landscaping, retaining walls, and other elements placed by property owners will be individually addressed with the project by City staff and the property owner. Sprinklers will need to be removed by the resident or business prior to construction and replaced once restoration has occurred.

Environmental Considerations and Erosion Control

Standard erosion control BMP's will be placed during construction. Storm sewer will be offline for most of the project, and the contractor will be responsible to ensure the sites are accessible to both vehicles and pedestrians throughout construction. Impervious surface areas are likely to remain equal to current impervious areas with the project construction. No protected or endangered species are anticipated to be affected by the proposed construction.

Project Estimated Costs

Below is a breakdown of estimated project costs for the project. Cost breakdowns of each specific roadway will be made available upon request. The totals outlined below reflect an estimated cost with 10% engineering costs included. The costs reflected in bids from contractors may vary from these costs based on workload, project site conditions, or other factors out of the City's control. The costs are based on historical values for each item of work and vary due to market conditions. Costs are broken down to roadway (street, curb and gutter, restoration, etc.), storm sewer, sanitary sewer, watermain, assessable (based on a residential roadway design), and staff took the liberty to break out sidewalk costs to give an idea of the cost of those additional items that are necessary for the street construction:



Beech/Oakridge Reconstruction Project	
Roadway	\$954,467
Storm Sewer	\$350,625
Sanitary Sewer	\$22,462
Watermain	\$906,868
Sidewalk	\$113,815
Assessable Costs (not included in total)	\$477,234
Total Construction and Engineering	\$2,348,237

A portion of the project is proposed to be financed by special assessments. The City assessment policy calls for assessing benefiting owners 50% of the costs associated with street reconstruction on a front foot basis. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots on reconstruction projects that extend on multiple streets. Side-yard is defined as the side of your lot with the most street frontage. Improvements made to the side-yard street result in the City paying for the cost of one-half of the side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. Project costs associated with the replacement of utilities will not be assessed and are paid by the associated utility fund (i.e. watermain items funded by Brainerd Public Utilities). The City Assessment Policy is included in the Appendix. Based on the assessment policy and the above preliminary estimate, it is estimated that the assessment rate for this project would be **\$72.50** per linear foot of front footage.

Summary

The intended uses of these streets and this infrastructure is not anticipated to change over the life of these improvements. Feasibility analysis is completed during the survey, preliminary design, public meetings, and final design of the proposed improvements. Through this analysis, City staff have completed most of the plans and specifications that are explained and contained in this report. The streets proposed for reconstruction have exceeded their life expectancy. The City has an obligation to maintain these traffic corridors for pedestrians and vehicles. Underlying utilities proposed for replacement are in need of replacement. No right of way or expansion of existing streets is proposed, and environmental considerations have been addressed through design.

City staff is recommending that the City Council conduct a Public (Improvement) Hearing with benefiting property owners to determine the need for the proposed improvements. We recommend that, prior to the sale of bonds for the project, the Council pass a resolution stating the intent to reimburse itself for the payment of expenditures out of bond proceeds to be made after the date of payment of the expenditures. From an engineering standpoint, the proposed project is feasible, cost effective, and necessary due to the elements outlined in this report and submitted to the Council as necessary according to Minnesota Statute 429.

Appendix

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The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

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In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.

Existing Photos – Beech Street and Oakridge Road





RESOLUTION
NO. _____

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
IMPROVEMENT 21-13 - BEECH/OAKRIDGE RECONSTRUCTION PROJECT

WHEREAS, the City Council on the 21st day of January 2025, fixed a date for a Council hearing on Improvement 21-13 - Beech/Oakridge Reconstruction Project, to consider the making of improvements on:

Beech Street – Oakridge Road to Oak Street
Oakridge Road – Oak Street to 28th Street SE

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 18th day of February 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted January 21, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. City Engineer Jessie Dehn is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 18th day of February 2025

MIKE O'DAY
President of the Council

Adopted this 19th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

City of Brainerd, Minnesota

Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup its cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

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City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Adopt Resolution - Approve Plans and Authorize Bidding - Improvement 23-16 - South Brainerd Resurfacing Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Attached to this request is a resolution that approves the plans and specifications and authorizes advertisement for bids for Improvement 23-16 - South Brainerd Resurfacing Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 23-16 is the South Brainerd Resurfacing Project which includes resurfacing of several streets north of Buffalo Hills Lane in South Brainerd. The project also includes repair of spots of curb and gutter as needed and replacement of 10 fire hydrants. Attached to this item is the Engineer's Estimate and cover sheet for the plans. The current estimate, including engineering costs and a 5% contingency, is a total of \$795,244.40. Of that amount, \$558,132.00 is associated with the street resurfacing portion and \$237,112.40 is associated with the fire hydrant replacement.

Staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION: Staff recommends adopting the attached resolution approving plans and specifications, and ordering advertisement for bids to be opened on March 20th, 2025.

FINANCIAL IMPACT: N/A

RESOLUTION
NO. _____

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR BIDS
IMPROVEMENT 23-16 – 2025 SOUTH BRAINERD RESURFACING PROJECT**

WHEREAS, the City Council adopted the 6th day of January, 2025, fixed a date for a Council hearing on the 2025 South Brainerd Resurfacing Project, to consider the making of improvements on:

Graydon Avenue from Buffalo Hills Lane to Woodcrest Road
Crestview Lane from Buffalo Hills Lane to Pineview Drive
Woodcrest Road from Graydon Avenue to Dead End
Belle Rae Circle from Cul-de-sac to Woodcrest Road
Pineview Drive from Cul-de-sac to Graydon Avenue
Norway Court from Cul-de-sac to Crestview Lane
Carol Lane from Buffalo Hills Lane to cul-de-sac
Ridge Drive from Buffalo Hills Lane to Buffalo Hills Lane
Ridge Court from Ridge Drive to cul-de-sac
Aspen Court from Cul-de-sac to Ridge Drive

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 3rd day of February 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement was ordered as proposed in the Council resolution adopted February 3, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Plans and specifications prepared by Bolton & Menk, Inc., consulting engineer for such improvement pursuant to council resolution, a copy of which plans and specifications is attached hereto and made a part hereof, are hereby approved and shall be filed with the City Administrator.
5. The City Administrator shall prepare and cause to be inserted at least three weeks in the official City newspaper and in relevant industry publications an advertisement for bids for the making of said improvements under said approved plans and specifications. Bids will be publicly opened for consideration by the City Administrator, not less than three weeks after the first publication of the advertisement. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a bid bond payable to the City for five (5) percent of the amount of the bid.
6. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 18th day of February 2025

MIKE O'DAY
President of the Council

Adopted this 19th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

ENGINEER'S ESTIMATE

2025 SOUTH BRAINERD RESURFACING PROJECT

CITY IMPROVEMENT NO. 23-16

CITY OF BRAINERD, MN

BMI PROJECT NO. 24X.135884



BRAINERD
MINNESOTA
A City for All Seasons



Real People. Real Solutions.

Date: 2/11/2025

Item No.	MnDOT Spec No.	Item	Notes	Estimated Quantity	Unit	Unit Price	City of Brainerd		Brainerd Public Utilities		Total Amount
							Quantity	Cost	Quantity	Cost	
1	2021.501	MOBILIZATION		1	LUMP SUM	\$35,000.00	0.73	\$ 25,550.00	0.27	\$ 9,450.00	\$35,000.00
2	2104.501	REMOVE CURB AND GUTTER		714	LIN FT	\$5.00	413	\$ 2,065.00	301	\$ 1,505.00	\$3,570.00
3	2104.502	REMOVE HYDRANT		10	EACH	\$500.00		\$ -	10	\$ 5,000.00	\$5,000.00
4	2104.502	REMOVE CASTING		2	EACH	\$500.00	2	\$ 1,000.00		\$ -	\$1,000.00
5	2104.503	SAWCUT CONCRETE FULL DEPTH		135	LIN FT	\$5.00	91	\$ 455.00	44	\$ 220.00	\$675.00
6	2104.503	REMOVE WATER MAIN		80	LIN FT	\$20.00		\$ -	80	\$ 1,600.00	\$1,600.00
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		44	SQ YD	\$5.00	33	\$ 165.00	11	\$ 55.00	\$220.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT		27258	SQ YD	\$3.00	27047	\$ 81,141.00	211	\$ 633.00	\$81,774.00
9	2104.604	SALVAGE LANDSCAPE ROCK		30	SQ YD	\$10.00		\$ -	30	\$ 300.00	\$300.00
10	2105.501	COMMON EXCAVATION (P)	3	137.9	CU YD	\$12.00	102.7	\$ 1,232.40	35.2	\$ 422.40	\$1,654.80
11	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)		137.9	CU YD	\$35.00	102.7	\$ 3,594.50	35.2	\$ 1,232.00	\$4,826.50
12	2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)		44	CU YD	\$35.00	33	\$ 1,155.00	11	\$ 385.00	\$1,540.00
13	2232.504	MILL BITUMINOUS SURFACE (2.0")		6778	SQ YD	\$2.20	6778	\$ 14,911.60		\$ -	\$14,911.60
14	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)		4122	TON	\$75.00	4110.00	\$ 308,250.00	12.00	\$ 900.00	\$309,150.00
15	2504.602	CONNECT TO EXISTING WATER MAIN		10	EACH	\$1,000.00			10.00	\$ 10,000.00	\$10,000.00
16	2504.602	HYDRANT (8.5' BURY)		2	EACH	\$9,000.00		\$ -	2	\$ 18,000.00	\$18,000.00
17	2504.602	HYDRANT (9.0' BURY)		5	EACH	\$9,000.00		\$ -	5	\$ 45,000.00	\$45,000.00
18	2504.602	HYDRANT (9.5' BURY)		3	EACH	\$9,000.00		\$ -	3	\$ 27,000.00	\$27,000.00
19	2504.603	HYDRANT EXTENSION (6")	2	3	EACH	\$500.00		\$ -	3	\$ 1,500.00	\$1,500.00
20	2504.602	6" GATE VALVE & BOX		10	EACH	\$4,000.00		\$ -	10	\$ 40,000.00	\$40,000.00
21	2504.603	6" PVC WATERMAIN		50	LIN FT	\$60.00		\$ -	50	\$ 3,000.00	\$3,000.00
22	2506.502	CASTING ASSEMBLY (STORM)	1	2	EACH	\$2,500.00	2	\$ 5,000.00		\$ -	\$5,000.00
23	2531.501	CONCRETE CURB & GUTTER DESIGN B618		714	LIN FT	\$30.00	413	\$ 12,390.00	301	\$ 9,030.00	\$21,420.00
24	2531.604	7" CONCRETE VALLEY GUTTER		58.1	SQ FT	\$25.00	58.1	\$ 1,452.50		\$ -	\$1,452.50
25	2540.604	INSTALL LANDSCAPE ROCK		30	SQ YD	\$10.00		\$ -	30	\$ 300.00	\$300.00
26	2563.601	TRAFFIC CONTROL		1	LUMP SUM	\$5,000.00	0.73	\$ 3,650.00	0.27	\$ 1,350.00	\$5,000.00
27	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		760	LIN FT	\$3.00	300	\$ 900.00	460	\$ 1,380.00	\$2,280.00
28	2573.502	STORM DRAIN INLET PROTECTION		23	EACH	\$150.00	23	\$ 3,450.00		\$ -	\$3,450.00
29	2574.507	COMMON TOPSOIL BORROW	2	56	CU YD	\$35.00			56	\$ 1,960.00	\$1,960.00
30	2575.501	TURF ESTABLISHMENT		1	LUMP SUM	\$15,000.00		\$ -	1	\$ 15,000.00	\$15,000.00
31	2582.518	CROSSWALK PAINT		200	SQ FT	\$5.00	200	\$ 1,000.00		\$ -	\$1,000.00
ESTIMATED CONSTRUCTION TOTAL:								\$466,362.00		\$195,222.40	\$661,584.40
5% CONTINGENCY:								\$23,320.00		\$9,760.00	\$33,080.00
TOTAL ESTIMATED CONSTRUCTION COST:								\$489,682.00		\$204,982.40	\$694,664.40
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:								\$68,450.00		\$32,130.00	\$100,580.00
TOTAL ESTIMATED PROJECT COST:								\$558,132.00		\$237,112.40	\$795,244.40

CITY OF BRAINERD, MN

CONSTRUCTION PLANS FOR

2025 SOUTH BRAINERD RESURFACING PROJECT

CITY IMPROVEMENT 23-16

BITUMINOUS MILL AND OVERLAY, BITUMINOUS WEAR COURSE, FIRE HYDRANT AND WATER MAIN REPLACEMENT

FEBRUARY, 2025

RESOURCE LIST

CITY OF BRAINERD, MN

City Hall
501 Laurel St
Brainerd, MN 56401
(218) 828-2307

City Administrator:
Nicholas Broyles

Mayor: Dave Badeaux

City Council Members:
Tad Erickson
Kevin Stunek
Kelly Bevans
Jeff Czekczok
Kevin Yeager
Mike O'Day
Gabe Johnson

Public Works Director:
Mike Habighorst
(218) 825-3220

City Engineer:
Jessie Dehn
501 Laurel St.
Brainerd, MN 56401
(218) 828-2307

UTILITIES

GAS
Centerpoint Energy
Austin Sowers
218-780-2507 (Cell)
612-321-5421 (Office)
austin.sowers@centerpointenergy.com

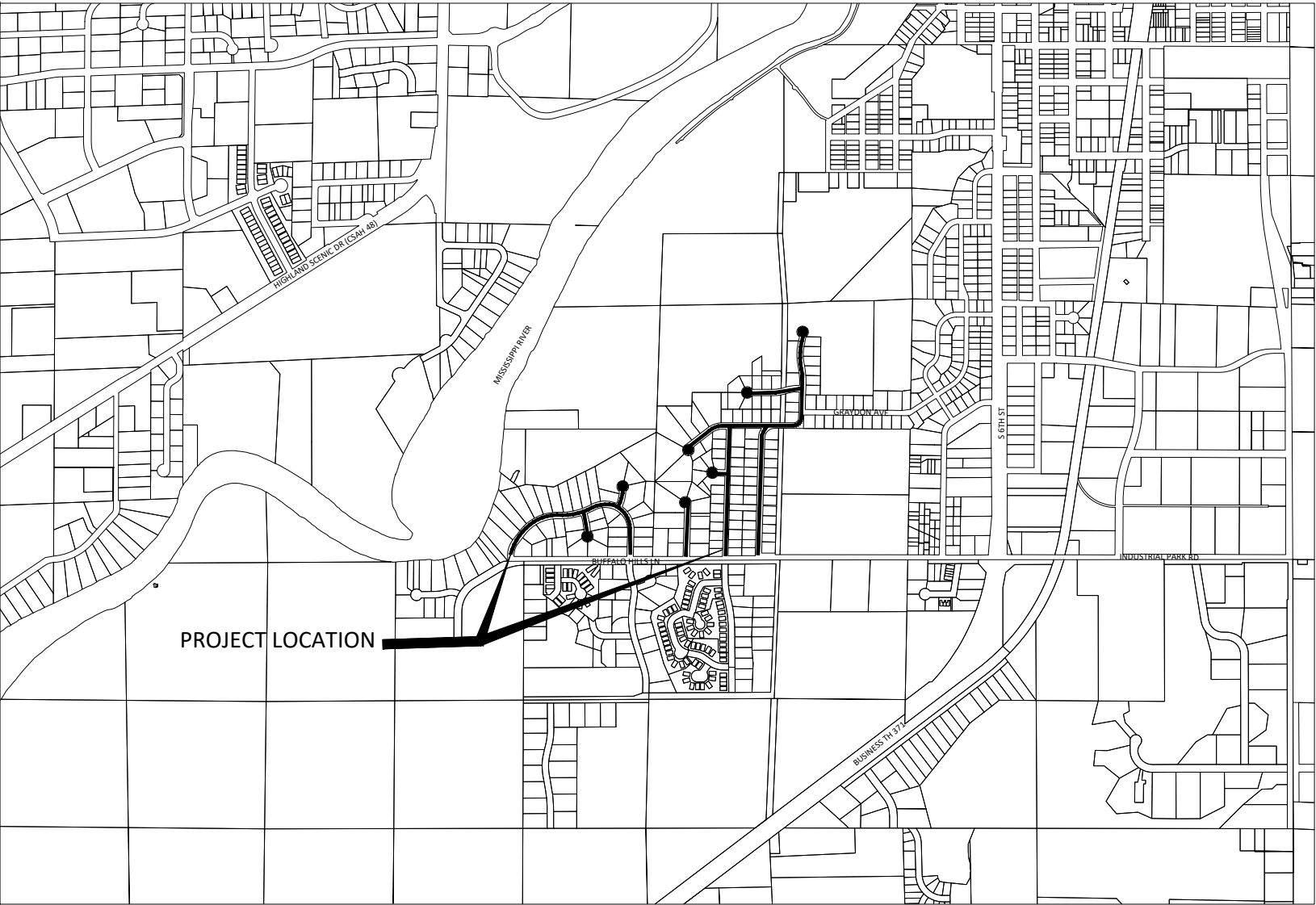
TELEPHONE
Consolidated Telephone Company
Eddie Dolezal, Asst. Network Engr
218-232-3924 (Cell)
eddie@gocct.com
eddie.dolezal@ctctelcom.com

Charter Communication / Spectrum
Wayde Kephart, Con. Coordinator
218-639-9069 (Cell)
wayde.kephart@charter.com
8330 Highland Scenic Road
Baxter, MN 56425

Charter Communications
Bud Roberts, Con. Coordinator
218-820-3048 (Cell)
bud.roberts@charter.com
8330 Highland Scenic Road
Baxter, MN 56425

Lumen (Formerly Century Link)
Blayne Leuthard
320-291-8350 (Cell)
320-255-8350 (Office)
relocations@lumen.com

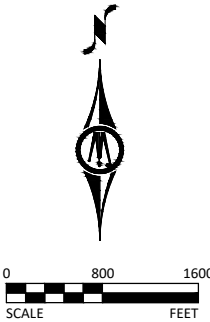
ELECTRIC
Brainerd Public Utilities
Trent Hawkinson
651-343-2673 (Cell)
8027 Highland Scenic Rd
Baxter, MN 56425



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET, LEGEND
G1.01	STATEMENT OF ESTIMATED QUANTITIES
CIVIL	
C0.01 - C0.12	EXISTING CONDITIONS, REMOVALS PLAN
C1.01 - C1.03	TABLES, DETAILS, TYPICAL SECTIONS, PHASING PLAN
C2.01 - C2.15	SWPPP, EROSION CONTROL PLAN
C6.01 - C6.12	STREET PLAN & PROFILE, INTERSECTION DETAILS
C7.01 - C7.02	TRAFFIC CONTROL

THIS PLAN SET CONTAINS 47 SHEETS.

MAP OF THE
CITY OF BRAINERD
CROW WING COUNTY, MN



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

MAP LEGEND

PROJECT LIMITS

90% Plan Set - For Review Only
Not for Construction

02/07/2025

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.

BRYAN G. DROWN
LIC. NO. 41934 DATE MM/DD/YYYY



7656 DESIGN ROAD, SUITE 200
BAXTER, MN 56425
Phone: (218) 825-0684
Email: baxter@bolton-menk.com
www.bolton-menk.com

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CLIENT PROJ. NO.	24X135884000		

CITY OF BRAINERD, MINNESOTA
2025 SOUTH BRAINERD RESURFACING PROJECT (IMPROVEMENT 23-16)
TITLE

SHEET

G0.01

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STATEMENT OF ESTIMATED QUANTITIES							
					CITY OF BRAINERD (RESURFACING)	BRAINERD PUBLIC UTILITIES (HYDRANT REPLACEMENT)	TOTAL
ITEM NO. BASE BID	MNDOT SPEC NO.	ITEM	NOTES	UNIT			
1	2021.501	MOBILIZATION		LUMP SUM	0.73	0.27	1
2	2104.501	REMOVE CURB AND GUTTER		LIN FT	413	301	714
3	2104.502	REMOVE HYDRANT		EACH		10	10
4	2104.502	REMOVE CASTING		EACH	2		2
5	2104.503	SAWCUT CONCRETE FULL DEPTH		LIN FT	91	43.4	134.4
6	2104.503	REMOVE WATER MAIN		LIN FT		80	80
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ YD	33	11	44
8	2104.505	REMOVE BITUMINOUS PAVEMENT		SQ YD	27047	211	27258
9	2104.604	SALVAGE LANDSCAPE ROCK		SQ YD		30	30
10	2105.501	COMMON EXCAVATION (P)	1	CU YD	102.7	35.2	137.9
11	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)		CU YD	102.7	35.2	137.9
12	2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)		CU YD	33	11	44
13	2232.504	MILL BITUMINOUS SURFACE (2.0")		SQ YD	6778		6778
14	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)		TON	4110	12	4122
15	2504.602	CONNECT TO EXISTING WATER MAIN		EACH		10	10
16	2504.602	HYDRANT (8.5' BURY)		EACH		2	2
17	2504.602	HYDRANT (9.0' BURY)		EACH		5	5
18	2504.602	HYDRANT (9.5' BURY)		EACH		3	3
19	2504.603	HYDRANT EXTENSION (6")	2	EACH		3	3
20	2504.602	6" GATE VALVE & BOX		EACH		10	10
21	2504.603	6" PVC WATERMAIN		LIN FT		50	50
22	2506.502	CASTING ASSEMBLY (STORM)	3	EACH	2		2
23	2531.501	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	413	301	714
24	2531.604	7" CONCRETE VALLEY GUTTER		SQ FT	58		58
25	2540.604	INSTALL LANDSCAPE ROCK		SQ YD		30	30
26	2563.601	TRAFFIC CONTROL		LUMP SUM	0.73	0.27	1
27	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	300	460	760
28	2573.502	STORM DRAIN INLET PROTECTION		EACH	23		23
29	2574.507	COMMON TOPSOIL BORROW	2	CU YD		56	56
30	2575.501	TURF ESTABLISHMENT		LUMP SUM		1	1
31	2582.518	CROSSWALK PAINT		SQ FT	200		200

- NOTES:
- (1) SHALL BE USED FOR REMOVAL OF EXISTING 6" OF ROAD BED
 - (2) TO BE USED ONLY AS DIRECTED BY THE ENGINEER
 - (3) SHALL BE NEENAH R-3067-VB WITH A 3067-27 ADAPTOR PLATE.

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02/07/2025

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BRYAN G. DROWN
LIC. NO. 41934 DATE MM/DD/YYYY



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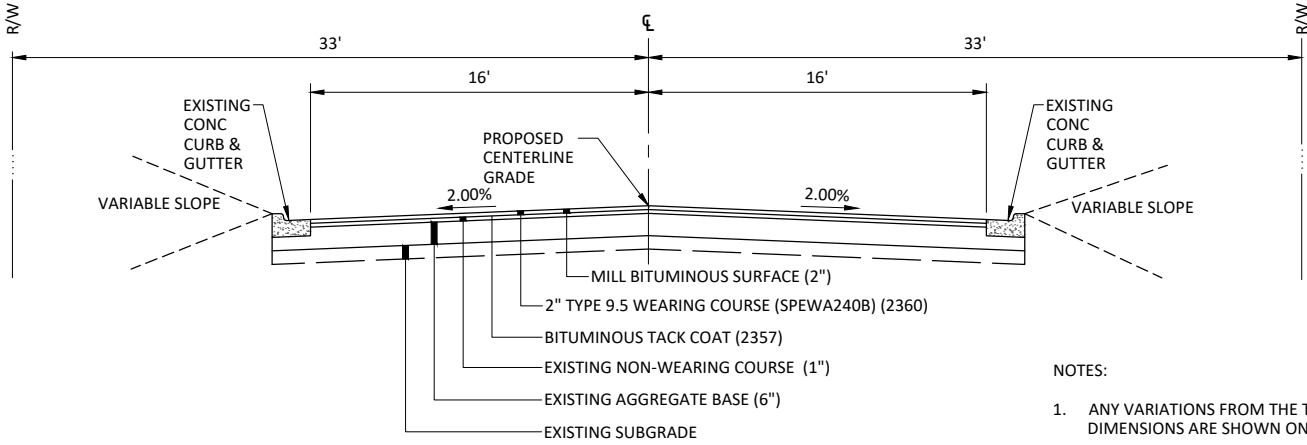
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CITY OF BRAINERD, MINNESOTA
2025 SOUTH BRAINERD RESURFACING PROJECT (IMPROVEMENT 23-16)
STATEMENT OF ESTIMATED QUANTITIES

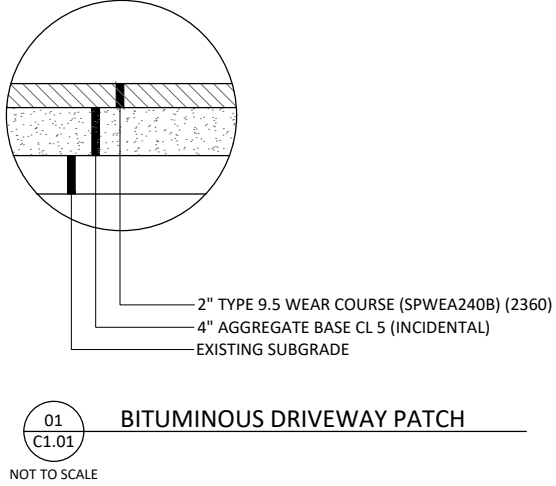
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TYPICAL SECTION 1 - MILL & OVERLAY

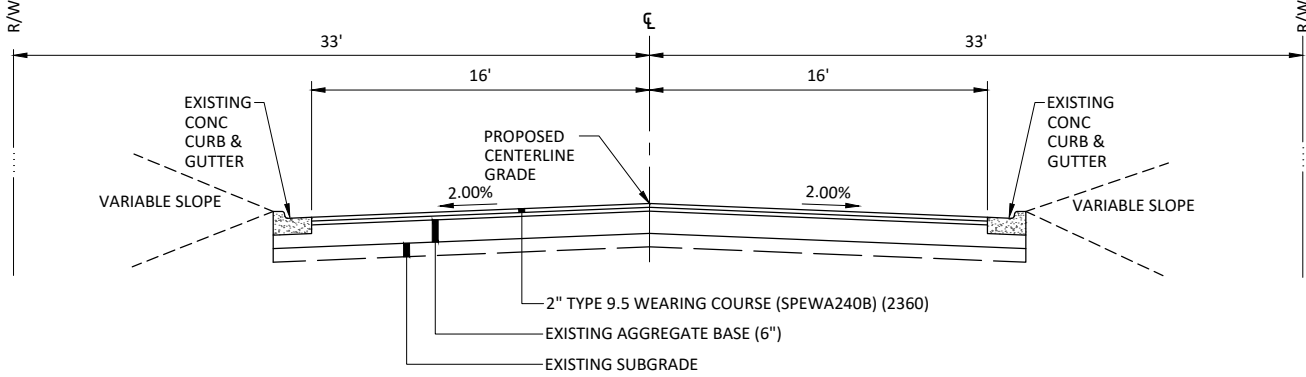


- NOTES:
1. ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN ON THE PLAN DRAWINGS
 2. PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION



TYPICAL SECTION 2 - 2" BITUMINOUS REMOVAL & REPAVING

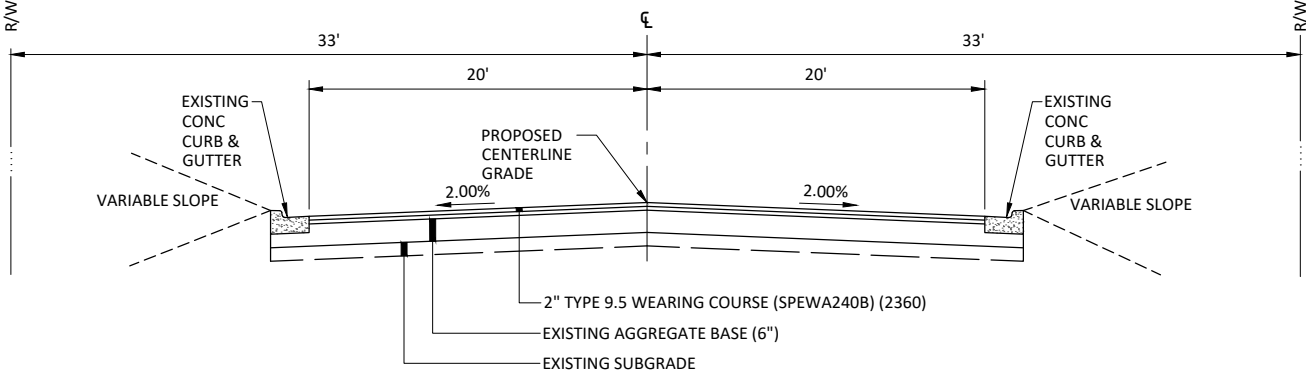
RIDGE DR, RIDGE CT, ASPEN CT, CAROL LN,
NORWAY CT, BELLE RAE CIR, PINEVIEW LN, CRESTVIEW LN



- NOTES:
1. ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN ON THE PLAN DRAWINGS
 2. PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION

TYPICAL SECTION 3 - 2" BITUMINOUS REMOVAL & REPAVING

WOODCREST RD



- NOTES:
1. ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN ON THE PLAN DRAWINGS
 2. PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION

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BRYAN G. DROWN
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CITY OF BRAINERD, MINNESOTA
2025 SOUTH BRAINERD RESURFACING PROJECT (IMPROVEMENT 23-16)
DETAILS

SHEET

C1.01



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Adopt Resolution - Order Feasibility Report - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this request is a resolution for the Council to order the feasibility report for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project. This resolution authorizes Moore Engineering, who was awarded the Engineering services contract, to prepare the feasibility report to be presented to the Council at a future meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: This project includes the planned resurfacing of the following streets in 2025:

- Hawkins Drive from SW 4th Street to cul-de-sac
- Ronald Street from South 6th Street to South 7th Street
- Joseph Street from South 6th Street to South 7th Street
- Alleyway from Paul Street to Joseph Street

RECOMMENDED ACTION/MOTION: Staff recommends adopting the attached resolution ordering the feasibility report for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project.

FINANCIAL IMPACT: N/A

RESOLUTION
NO. _____

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

IMPROVEMENT 23-14 – HAWKINS-RONALD-JOSEPH RESURFACING PROJECT

WHEREAS, it is proposed to improve the following streets:

Hawkins Drive from SW 4th Street to cul-de-sac
Ronald Street from South 6th Street to South 7th Street
Joseph Street from South 6th Street to South 7th Street
Alleyway from Paul Street to Joseph Street

by resurfacing pavement, spot curb and gutter repair, adjusting storm and sanitary sewer castings, replacing fire hydrants and watermain, and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement, called the Hawkins-Ronald-Joseph Resurfacing Project be referred to Moore Engineering for study and that Moore Engineering is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted this 18th day of February 2025

MIKE O'DAY
President of the Council

Adopted this 19th day of February 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discuss Orderly Annexation of Riverside Drive

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director, Jessie Dehn, City Engineer

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:

In 2003, the City constructed a utility extension project along Riverside Drive. The project included extension of the watermain and sanitary sewer system from Jackson Street to east of Ashmun Road. Included with the construction was installation of water and sanitary sewer service lines to the right-of-way at parcels along Riverside Drive. It was the intention that this project would allow existing properties to connect to the City utility infrastructure and no longer use wells and septic systems for their water and sewer.

The City Council considered an Assessment/ Connection Policy for Riverside Drive at their June 2nd, 2003 meeting regarding properties outside its corporate boundaries that have the ability to connect to City water and sewer services. The policy was reviewed by City Attorney Fitzpatrick and was approved by a 6-1 majority vote. After the policy was enacted, MN State Statute changed regulations on how municipalities are allowed to force annexation. As a result, the City of Brainerd has no statutory authority to force municipal utility connection to properties outside its City limits. However, the City can require a property owner to petition for annexation in order to connect to municipal utilities. Cities can require residents within its boundaries to connect to municipal services once their septic system fails.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Based on the 2003 policy, staff believes that it was City Council's intention to annex properties along Riverside Drive that have availability to connect to municipal services. These properties would have been required to connect within three years or when their septic system failed. Through the annexation of the remaining unincorporated properties along Riverside Drive, the City can require property owners to connect to municipal services by ordinance.

City staff has held meetings with Crow Wing County regarding the proposed annexation of a portion of Riverside Drive. All properties proposed for annexation are in Unorganized 1st Assessment Territory. Attached is a map showing these properties highlighted in red. Annexation of the properties highlighted in red would create a single contiguous area along the Riverside Drive (and side streets) corridor that are mostly able to be served by municipal utilities northeasterly up to Shady Hills Trail. There are some

areas that currently do not have accessible utilities (Karr Drive or half of Ashmun Road) but to keep one contiguous area, staff recommends including these properties in the orderly annexation area with the intent that these properties could be served by utilities with a utility extension as part of a potential road project at a future time. There are currently areas in the City of Brainerd that are not able to be served by municipal utilities (i.e. 28th Street SE), thus there is precedent for inclusion of these properties in the proposed orderly annexation area for the reasons described.

ORDERLY ANNEXATION IN DESIGNATED UNINCORPORATED AREA: One or more townships and one or more municipalities, by joint resolution, may designate an unincorporated area as in need of orderly annexation. One or more municipalities, by joint resolution with the county, may designate an unincorporated area in which there is no organized township government as in need of orderly annexation.

RECOMMENDED ACTION/MOTION:

Staff recommends initiating the orderly annexation process for a portion of Riverside Drive as depicted in the proposed annexation map.

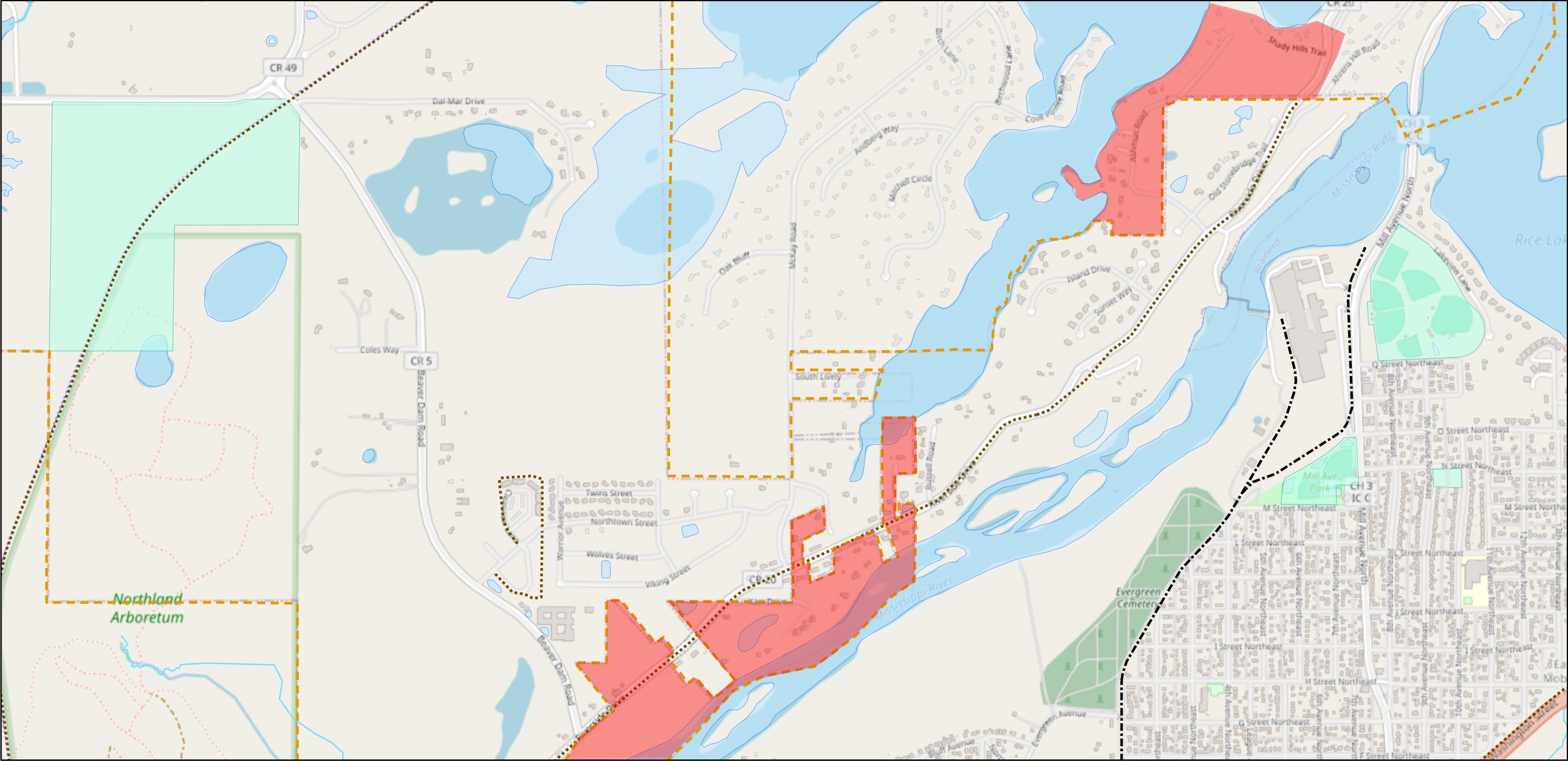
FINANCIAL IMPACT:

Staff proposes that properties annexed into the City that are not currently connected to municipal services should be taxed according to the Rural Service District tax rate.

In 1996, Ordinance No. 1020 amended the Rural Service District, reducing the tax levy within the district to 52%. This was based on the recommendation from the EDA. From the minutes of EDA meetings in May 1996, it appears the basis of amending the rural service district tax rate was to encourage annexation. They believed that property owners in adjacent unorganized areas and townships would not annex if their taxes were going to be substantially higher even though they still do not have city sewer and water service.

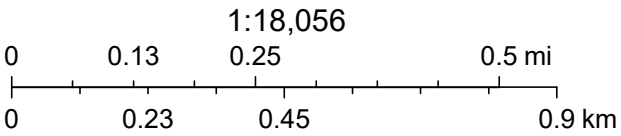
Whenever any parcel of land in the rural service district receives water and/ or sewer services or is rezoned, said parcel of land shall be transferred from the rural service district to the urban service district and the levy shall then be on the same basis as the property taxes levied for the urban service district.

City of Brainerd



6/3/2024, 12:31:54 PM

 BrainerdOnline - City Limits



Map data © OpenStreetMap contributors, CC-BY-SA



City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discuss Proposed Land Transfer of Tax Forfeited Property

AGENDA: Main

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:

Crow Wing County approached City staff about a potential land transfer of tax forfeited property next to Evergreen Landing (PID 41230522). The parcel is approximately 32 acres with 96 percent of the parcel located in the Floodway or Flood Fringe.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Historically, this parcel has had a yearly homeless population with primary habitation occurring in the Spring, Summer and Fall. With the adoption of Ordinance 1571 prohibiting camping on public property, staff have no concerns with the transfer of ownership to the City. The property will continue to have limited uses since it is in the Flood Plain. However, it will add contiguous shoreline along the Mississippi River and provide access to residents.

RECOMMENDED ACTION/MOTION:

Staff recommend beginning the process for a land transfer of (PID 41230522) to the City of Brainerd.

FINANCIAL IMPACT: N/A

MEMO



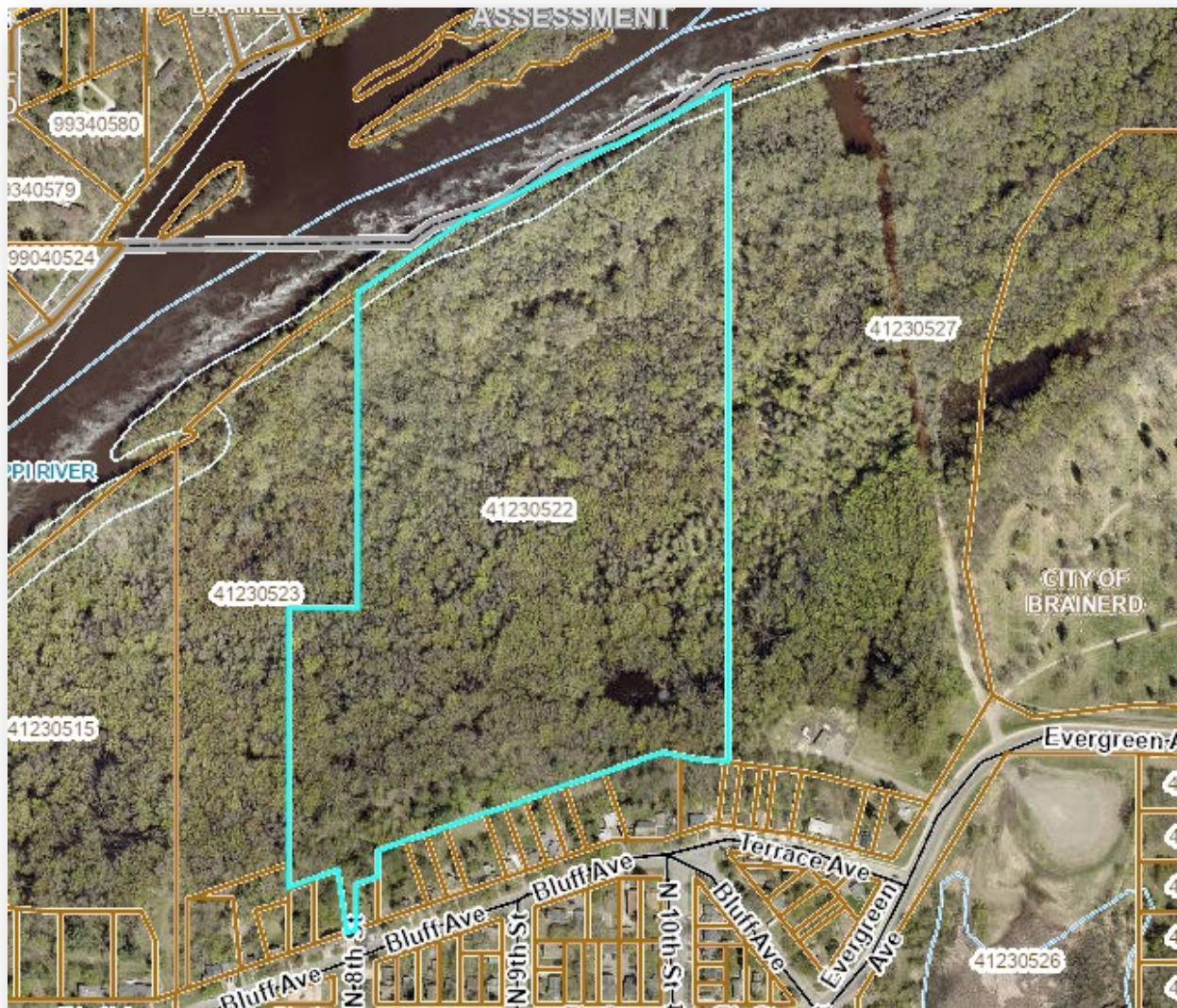
TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: February 18, 2025

RE: Discuss Proposed Land Transfer of Tax Forfeited Property

AERIAL MAP (PID 41230522)





City Council Agenda Request

MEETING DATE: February 18, 2025

TITLE OF ITEM: Discuss Special Assessment Policy

AGENDA: Main

ACTION REQUESTED: Discussion Item

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: At the last Council meeting, following the Public Hearing and testimony from John Forrest, Council requested discussion regarding the Special Assessment Policy. Specifically, in regard to assessments on cul-de-sacs, however there is also discussion regarding deferred assessments and the term of interest accrual. Staff is requesting discussion and direction from the Council on this topic.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached is a copy of the current Special Assessment Policy. In regard to cul-de-sacs, some situations do occur where cul-de-sacs can provide abnormal property frontage. Typically, the property frontage in a cul-de-sac is narrow due to the "wedge" effect that occurs when properties are fit in the area surrounding the rounded cul-de-sac. John Forrest's situation is more abnormal for cul-de-sacs as his property extends beyond both the tangent (straight) section of street into the cul-de-sac, leaving a larger segment of frontage. Unfortunately, most policies, including the Special Assessment Policy, cannot be written to accommodate every situation and address unique occurrences equally as every project is different and can provide different challenges in this. Staff would recommend against revising the Special Assessment Policy to try to address unique situations as it is likely to have other unintended effects elsewhere.

Staff is exploring and collecting feedback on Franchise Fees, which we are proposing would replace Special Assessments on construction projects. This would avoid running into issues such as this.

RECOMMENDED ACTION/MOTION: Staff is recommending to keep the Assessment Policy as is with no modifications to the existing policy.

FINANCIAL IMPACT: N/A

City of Brainerd, Minnesota Street and Sewer Assessment Policy

1. Introduction

Special assessments are a charge imposed on properties for an improvement that benefits the owners of that selected property. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other local government units the authority “to levy and collect assessments for local improvements upon property benefitted hereby”. The legislature designates that authority to cities in Minnesota Statutes Chapter 429.

A charter city (in which Brainerd is) may choose to use either Chapter 429 or provisions of the charter to assess for local improvements, however, even the state law requires that charter cities follow state law in certain steps of the proceedings.

Special Assessments have three distinct characteristics:

- They are a levy the City uses to finance, or partially finance, a public improvement program.
- The city levies the charge only against those parcels of property that receive some special benefit from the program.
- The amount of the charge bears a direct relationship to value of the benefits the property receives.

The City of Brainerd, Minnesota finds it beneficial to fund portions or all the 5-year street and sewer capital plan using special assessments. Special assessment proceedings will follow the procedures as outlined in Minnesota Statute 429 and any modifications thereto.

2. Assessable Improvements

How Much is Being Assessed?

Developer New Construction

On projects where utilities and roadways are being constructed for the first time, the developer is responsible for installing the watermain, sanitary sewer, grading, surfacing, storm sewers, and any other incidental features it sees fit. The city requires developers to construct all facilities to city standards and be approved by the City engineering department. While it is ultimately up to the developer to decide how the development costs incurred are recouped, the developer will typically split these costs to the number of parcels developed and recoup its cost through the sale price of the lots.

Petitioned New Construction

On projects where the city is petitioned to install the new improvements, the entire project cost being constructed is assessed to the abutting properties, as either by a per lot basis or by a front-foot basis.

Petitioned or Council Authorized Reconstruction of Resurfacing

Whether the city acts upon its own authority to make an improvement or it is petitioned by property owners, the city assesses one-half (1/2) of the cost of the reconstruction or resurfacing improvement including construction and engineering of the said improvement on a front-foot or per lot basis. The other one-half (1/2) of the resurfacing or reconstruction cost is paid by the city. If utilities such as sanitary sewer, water mains, or storm sewers are being reconstructed along with the project, the cost of this work is not assessed, but rather is covered through user fees and rates set by council or public utilities commission. If a project consisting of overlaying a street is proposed, the entire project cost is assessed to abutting properties. The City does not typically assess for new sidewalks, but may from time to time, assess for the entire costs of repairs thereto.

Pursuant to Petition – Properties Abutting the City but outside City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

Pursuant to Council Action – Properties not Abutting the City Corporate Boundaries

The City does not construct municipal utilities outside of its corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation is completed, the utilities are installed and the entire cost of installation of said utilities are assessed to abutting property owners.

In prior years, the City Council authorized the construction of utility improvements outside its corporate boundaries and not abutting the city. To pay for such costs, the council established a Water Connection Charge (WCC) and Sewer Connection Charge (SCC). This charge, as initially set by council resolution, represents the average costs of constructing such utility improvements and is payable immediately upon connection to the system. This charge is enacted if the property owner elects to divide the property in which assessments were imposed and deferred. If a lot is split and the owner elects to connect to sewer and water, the WCC and SCC are charged to the property owner, with the balance of the deferred assessment remaining on the other parcel created from the split.

The WCC and SCC set by council resolution will remain in effect until repealed by the council. Said resolution may be adjusted periodically by the city council.

3. Initiation of an Improvement

By Petition from Property Owners

Per Minnesota Statute 429, if the council chooses to proceed with an improvement based on a petition, it must have the signatures of at least 35 percent in frontage of the property bordering the proposed improvements. If the council relies upon a petition as its basis for proceeding, it cannot make substantial change the improvement from what is asked for in the petition. The council must pass a resolution determining whether the petition is legally sufficient or not.

By Council Action

Per City of Brainerd Charter Section 92, in the first instance in which the council desires to levy a special assessment for an improvement, it shall require a two-thirds (2/3) vote of the members elect except in the case of sidewalks, in which a majority is sufficient.

4. Proceedings

Minnesota Statute 429

The City of Brainerd has elected to utilize Minnesota Statute 429 for its assessment proceedings, as amended and incorporated by reference into this policy.

Interest Rates

The council determines the interest rate on the special assessments, along with any other repayment provisions. The interest rate is typically set by ensuring a reasonable relationship between the assessments interest rate and the bond interest rate if the city issued bonds for the project. If the city finances the project with funds on hand, the council will look at the interest rate the city would otherwise have earned on the funds.

5. Payments

Once the assessments have been adopted, property owners originally have numerous options for repayment:

1. Pay the total amount of the assessment within 30 days after the council adopts the assessment rolls. This this situation, the city cannot charge interest; or
2. Pay the assessments in annual installments (with interest) under the terms set by the council; or
3. Pay the entire amount at any time after the 30 days, but before any certification to the county auditor. The property owner pays only the amount of interest accrued as of the date of payment; or
4. At any time after certification to the County Auditor, the property owner may still pay the entire remaining unpaid amount to the County Treasurer. However, the property owner must pay the entire remaining unpaid amount of the assessment before November 15 of any year and must also pay all interest accrued until the end of that calendar year.

6. Deferments

The City Council has adopted policy which allows for assessment deferments for elderly person and for all other persons who fall within the economic hardship criteria. A deferred assessment is not forgiven but is postponed until such time that the property owner either elects to resume making the annual installments as certified, no longer meets the economic hardship criteria, or sells the property. Persons interested in deferring assessments must apply each year to have the following year assessment installment deferred. After 10 years, no further applications are necessary, and the deferred installments will remain permanently deferred without accrual of additional interest, until such time that the deferred assessment is voluntarily paid of the property is sold. The most current deferment criteria passed by council resolution can be requested from the City Clerk and a copy provided to the requestor.

7. Other Frequently Asked Questions

Will Improvements Affect my Property Taxes?

While it is well documented within the real estate industry that streets and utilities that are in poor condition decrease the marketability and sale prices of homes, improvements to the streets and utilities do not automatically increase the taxes on the property. Property market valuations, as determined by the County Assessor, are based on the recent sale prices of comparable properties within the neighborhood. Following improvements to streets and utilities, the marketability of properties tends to increase, and the properties can demand a higher sale price. As years pass and the history of sale prices in the neighborhood show increases, the County Assessor will adjust the market valuation of properties to more closely reflect the price the property would sell for. If the market valuations in the neighborhood are increasing at a faster rate than the City, County, and School District averages, the property taxes will tend to increase over time.

Why is There a Difference Between my Front Footage and Assessable Footage?

If you live on a corner lot, your property is subject to assessments for improvements on both streets. The City Council has adopted a side-yard deduction assessment policy to help reduce the burden for the owners of corner lots or reconstruction or resurfacing projects. Your side-yard is defined as the side of your lot with the most street frontage. Improvements made to your side-yard street result in the city paying for the cost of one-half of your side-yard footage and the property owner being assessed for one-half (1/2) of the side-yard footage. The most common assessment notices for side-yard street improvements will list the front-footage as 140 feet and the assessable front-footage as 70 feet.



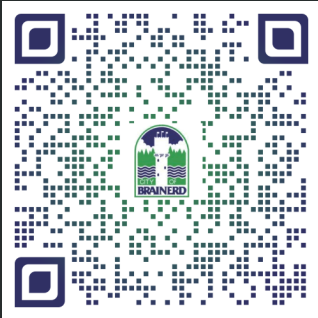
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MINNESOTA
A City for all Seasons

Contact Public Works

501 Laurel Street
Brainerd, MN 56401
(218) 828-2307
Engineer@ci.brainerd.mn.us

Engineering Website

<https://ci.brainerd.mn.us/165/Engineering-Department>



Use the QR Code or visit the web address above for information!

Franchise Fees – WHAT ARE THEY???

Public Open House

Wednesday, February 26th, 2025
2:00 p.m. and 6:00 p.m.

City Hall Conference Room (2nd Floor)
501 Laurel Street, Brainerd, MN 56401

The City of Brainerd will be hosting a Public Open House to answer questions and hear from our residents regarding franchise fees. Staff will be going over some general information on what Franchise Fees are. We'll also be answering questions but most importantly looking for input and feedback from our residents and property owners.

For those looking for information but unable to attend, staff has recorded a PowerPoint presentation available on the City's website. The presentation can be viewed at this link: <https://ci.brainerd.mn.us/649/Franchise-Fees> or by scanning the QR Code below.

The Public Open House will be held in person. If you are unable to attend but would still like to ask questions or provide feedback, please reach out to Jessie Dehn, City Engineer, at JDehn@ci.brainerd.mn.us.

