CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, April 7, 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: 2481 519 3352
Personnel and Finance Committee held: 2nd Floor Conference Room at 6:45 PM
Safety and Public Works Committee held: Council Chambers at 7:15 PM

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

1. **Call To Order**

2. **Roll Call**

   ___K. Bevans___J. Czeczok ___G. Johnson ___K. Stunek ___ K. Yeager ___T. Erickson ___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 Beer Application Submitted by the Brainerd Eagles for an Event to be held on April 26, 2025 at Memorial Park 1700 Mill Ave**

   E. **Approve MN Lawful Gambling Application for Exempt Permit Submitted by Brainerd Elks Lodge #615 for an Event to be held on May 7, 2025 at 1115 Wright Street**

   F. **Approve MN Lawful Gambling Application to Conduct Off-Site Gambling Submitted by Brainerd American Legion Post 255 for an Event to be held on May 7, 2025 at 1115 Wright St**

   G. **Approve Temporary On-Sale Liquor License Submitted by the Brainerd Jaycees for an Event to be held on May 8, 2025 at 602 S 5th Street**

H. **Approve MN Lawful Gambling Application for Exempt Permit Submitted by Central Lakes College Foundation for an event to be held on October 15, 2025 at 501 W College Dr**

I. **Approve MN Lawful Gambling Application for Exempt Permit Submitted by Crow Wing County Snowmobile Trails Association for an Event to be held on January 25, 2026, at 708 Front Street**

J. **Approve Street Closure/Event Application- Brainerd Night Out 2025**

K. **Approve Temporary and Permanent Easements - Imp 23-13 - TH 371B/Willow St Roundabout Project**

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. **Safety & Public Works Committee**

1. Consider Removing Park Maintained Flag Poles in Downtown Brainerd

2. Discuss Assessment Methodology for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

B. **Personnel & Finance Committee**

1. Discuss Proposed Changes to Special Assessment Policy

2. Review Municipal Cannabis Dispensary Proposals

3. League of MN Cities Insurance Trust (LMCIT) Premium Renewal March 2025-February 2026

4. Consider Waiving Council Approval for Grant Applications for the Water Treatment Plant as Requested by the Wastewaster Treatment Management Board

5. Accept Resignation of Public Utilities Director Christopher Evans and Discuss Interim Position

6. Approve Voluntary Demotion of Mitch Lachelt to Journeyman Lineworker Position

7. Authorize Recruitment of a Public Utilities Department Full-time Laborer Position

8. Approve Memorandum Of Understanding (MOU) Extending Timeframe Allowing IBEW Employees to Work at Hydro Facility

9. Authorize Request for Proposals to Obtain Plan Design Proposals and Pricing Quotes for Private MN Paid Family & Medical Leave Options.

8. **Unfinished Business**

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

   B. **Public Hearing on Submission of Small Cities Development Program (SCDP) Grant Application to Department of Employment and Economic Development (DEED) for Streetscape along Washington Street**

   C. **Approve Title Transfer of CWC Tax Forfeit Property**

   D. **Adopt Resolution - Accept Offers for Temporary Easements on TH 210 Reconstruction Project**

   E. **Update on the Airport**

   F. **Discussion on Council Priorities to Staff**

9. **New Business**

   A. **Consider Interim Use Permit for the Operation of a Year-Round Warming Shelter - 1926 S 7th St**

   B. **Consider Conditional Use Permit for a Boarding House on NW 3rd Street - My Neighbor to Love**

   C. **Consider Conditional Use Permit for Vehicle, Trailer, and Equipment Sales - 1801 Mill Ave.**

   D. **Adopt Resolution - Approve Plans and Authorize Bidding - Improvement 21-13 - Beech/Oakridge Reconstruction Project**

   E. **Adopt Resolution - Accept Bids and Award Contract - Improvement 23-16 - South Brainerd Resurfacing Project**

   F. **Discussion on Allowing Sidewalk Performers in Brainerd**

   G. **Discuss Retail Cannabis Registration**

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

11. **Mayor's Report**

12. **Council Member Reports**

13. **Adjourn**

    A. **Adjourn to Closed Session per MN Statue 13D.03 Subd.3(c)3 to Consider Offers for the Sale of the Annex**

14. **Council Communications**

    A. **Library Community Facility Project Award Letter**

    B. **Historical Society Dinner**

    C. **Initiative Foundation Letter**

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

MISSION

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

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
Vendor 3572 - AAA EQUIPMENT CENTER:								
121922								
87349	AAA EQUIPMENT CENTER		03/17/2025	04/09/2025	940.77	940.77	Open	N
	XMARK MOWER PARTS		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			940.77			
	Total for vendor 3572 - AAA EQUIPMENT CENTER:				940.77	940.77		
Vendor 4080 - ABRA - BRAINERD:								
11994								
87530	ABRA - BRAINERD		03/27/2025	04/09/2025	325.00	325.00	Open	N
	SQD 412 BODY REPAIR		pziemer					04/09/2025
225-2120-42221		SQUAD CAR REPAIR SUPPLIES			325.00			
	Total for vendor 4080 - ABRA - BRAINERD:				325.00	325.00		
Vendor 0011 - ACE HARDWARE:								
331083/1								
87334	ACE HARDWARE		03/18/2025	04/09/2025	224.99	224.99	Open	N
	CHAINSAW SAFETY GEAR - W.PRIBYL		pziemer					04/09/2025
235-3100-42209		SAFETY EQUIPMENT SUPPLIES			224.99			
330749/1								
87340	ACE HARDWARE		03/03/2025	04/09/2025	44.85	44.85	Open	N
	QTY 15 KEYS - CAMPGROUND		pziemer					04/09/2025
230-5280-42210		OPERATING SUPPLIES			44.85			
330764/1								
87341	ACE HARDWARE		03/03/2025	04/09/2025	43.12	43.12	Open	N
	PAINT -REPAIR		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			43.12			
330669/1								
87342	ACE HARDWARE		03/01/2025	04/09/2025	86.96	86.96	Open	N
	PAINT/PRIMER		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			86.96			
331017/1								
87352	ACE HARDWARE		03/14/2025	04/09/2025	152.99	152.99	Open	N
	SOCKET SET		pziemer					04/09/2025
230-5200-42240		SMALL TOOLS			152.99			
330987/1								
87355	ACE HARDWARE		03/13/2025	04/09/2025	2.68	2.68	Open	N
	WIRE ROPE CLIP		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			2.68			
331071/1								
87361	ACE HARDWARE		03/18/2025	04/09/2025	17.98	17.98	Open	N
	TAPE		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			17.98			

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
331149/1							
87362	ACE HARDWARE	03/20/2025	04/09/2025	60.95	60.95	Open	N
	CLEANING SUPPLIES - IT INTEGRATION	pziemer					04/09/2025
101-1940-42220	REPAIR & MAINT			60.95			
331163/1							
87363	ACE HARDWARE	03/21/2025	04/09/2025	19.15	19.15	Open	N
	FASTENERS	pziemer					04/09/2025
230-5200-42220	REPAIR & MAINT			19.15			
331207/1							
87367	ACE HARDWARE	03/24/2025	04/09/2025	6.29	6.29	Open	N
	GRAY SPRAYPAINT	pziemer					04/09/2025
230-5200-42220	REPAIR & MAINT			6.29			
331248/1							
87470	ACE HARDWARE	03/25/2025	04/09/2025	5.50	5.50	Open	N
	FASTENERS	pziemer					04/09/2025
225-2220-42220	REPAIR & MAINT			5.50			
331260/1							
87484	ACE HARDWARE	03/26/2025	04/09/2025	17.99	17.99	Open	N
	WYATT PRIBYL LEATHER GLOVES	pziemer					04/09/2025
235-3100-42209	SAFETY EQUIPMENT SUPPLIES			17.99			
331238/1							
87491	ACE HARDWARE	03/25/2025	04/09/2025	21.58	21.58	Open	N
	GRAY GALVANIZING COMPOUND SPRAY	pziemer					04/09/2025
230-5200-42220	REPAIR & MAINT			21.58			
331300/1							
87508	ACE HARDWARE	03/27/2025	04/09/2025	5.39	5.39	Open	N
	HAND SOAP	pziemer					04/09/2025
225-2120-42220	REPAIR & MAINT			5.39			
331304/1							
87509	ACE HARDWARE	03/27/2025	04/09/2025	6.60	6.60	Open	N
	STOP THE BLEED TRAINING SUPPLIES	pziemer					04/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			6.60			
331338/1							
87512	ACE HARDWARE	03/28/2025	04/09/2025	15.99	15.99	Open	N
	METAL DETECTOR BATTERIES	pziemer					04/09/2025
237-3190-42220	REPAIR & MAINT			15.99			
	Total for vendor 0011 - ACE HARDWARE:			733.01	733.01		

Vendor 2902 - ADVANCE AUTO PARTS:

6574508382841							
87368	ADVANCE AUTO PARTS	03/24/2025	04/09/2025	51.68	51.68	Open	N
	SWEEPERS 111 & 118 WINDSHIELD WIPERS	pziemer					04/09/2025
235-3100-42220	REPAIR & MAINT			51.68			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			51.68	51.68		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
Vendor 2889 - ALL STATE COMMUNICATIONS:								
348309								
87313	ALL STATE COMMUNICATIONS		03/01/2025	04/09/2025	300.00	300.00	Open	N
	FIRE ALARM MONITORING		pziemer					04/09/2025
225-2120-43300		PROFESSIONAL SERVICES			300.00			
	Total for vendor 2889 - ALL STATE COMMUNICATIONS:				300.00	300.00		
Vendor 0034 - AMERICAN PUBLIC WORKS:								
000873127								
87351	AMERICAN PUBLIC WORKS		03/21/2025	04/09/2025	1,064.00	1,064.00	Open	N
	MEMBERSHIP 4/1/25-3/31/26		pziemer					04/09/2025
101-1700-43433		DUES & SUBSCRIPTIONS			798.00			
101-0000-15510		PREPAID OTHER			266.00			
	Total for vendor 0034 - AMERICAN PUBLIC WORKS:				1,064.00	1,064.00		
Vendor 2670 - AMERICAN STEEL SUPPLY INC:								
124470								
87343	AMERICAN STEEL SUPPLY INC		03/07/2025	04/09/2025	92.61	92.61	Open	N
	FLAP DISC/WHEELS		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			92.61			
124580								
87350	AMERICAN STEEL SUPPLY INC		03/17/2025	04/09/2025	31.95	31.95	Open	N
	MMP PLAYGROUND REPAIR		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			31.95			
124638								
87494	AMERICAN STEEL SUPPLY INC		03/19/2025	04/09/2025	170.73	170.73	Open	N
	SHEET METAL		pziemer					04/09/2025
230-5280-42220		REPAIR & MAINT			170.73			
	Total for vendor 2670 - AMERICAN STEEL SUPPLY INC:				295.29	295.29		
Vendor 2846 - AMERICAN WELDING-GAS INC:								
0010768677								
87562	AMERICAN WELDING-GAS INC		03/31/2025	04/09/2025	102.72	102.72	Open	N
	WELDING GAS CYLINDER RENTAL		pziemer					04/09/2025
235-3100-43410		RENTAL EXPENSE			102.72			
	Total for vendor 2846 - AMERICAN WELDING-GAS INC:				102.72	102.72		
Vendor 4217 - ANDERSON CLEANERS:								
58460								
87472	ANDERSON CLEANERS		03/01/2025	04/09/2025	5.06	5.06	Open	N
	726 UNIFORM PATCHES		pziemer					04/09/2025
225-2120-41113		UNIFORM ALLOWANCE			5.06			
	Total for vendor 4217 - ANDERSON CLEANERS:				5.06	5.06		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
Vendor 2740 - AT&T MOBILITY:								
X04032025/FIRE								
87520	AT&T MOBILITY		03/25/2025	04/09/2025	344.07	344.07	Open	N
	ACCT 287312856222 FIRE DEPT PHONES		pziemer					04/09/2025
225-2220-43321		TELEPHONE			344.07			
X04032025/ADMIN								
87521	AT&T MOBILITY		03/25/2025	04/09/2025	99.86	99.86	Open	N
	ACCT 287292136423 ADMIN PHONES		pziemer					04/09/2025
101-1400-43321		TELEPHONE			99.86			
X04032025/CDD								
87522	AT&T MOBILITY		03/25/2025	04/09/2025	149.79	149.79	Open	N
	ACCT 287292136423 COM DEV PHONES		pziemer					04/09/2025
101-2400-43321		TELEPHONE			149.79			
X04032025/ENG								
87523	AT&T MOBILITY		03/25/2025	04/09/2025	359.29	359.29	Open	N
	ACCT 287292136423 ENG PHONES		pziemer					04/09/2025
101-1700-43321		TELEPHONE			226.25			
101-1700-43321		TELEPHONE			49.93			
238-3160-43321		TELEPHONE			41.56			
238-0000-13200		DUE FROM OTHER GOVTS			41.55			
X04032025/HR								
87524	AT&T MOBILITY		03/25/2025	04/09/2025	49.93	49.93	Open	N
	ACCT 287292136423 HR PHONES		pziemer					04/09/2025
101-1400-43321		TELEPHONE			49.93			
X04032025/IT								
87525	AT&T MOBILITY		03/25/2025	04/09/2025	119.86	119.86	Open	N
	IT PHONES ACCT 287292136423 2/26-3/25		pziemer					04/09/2025
101-1800-43321		TELEPHONE			119.86			
X04032025/PARKS								
87526	AT&T MOBILITY		03/25/2025	04/09/2025	187.62	187.62	Open	N
	ACCT 287292136423 PARKS PHONES		pziemer					04/09/2025
230-5200-43321		TELEPHONE			167.62			
230-5204-42210		OPERATING SUPPLIES			20.00			
X04032025/STRTS								
87527	AT&T MOBILITY		03/25/2025	04/09/2025	209.50	209.50	Open	N
	ACCT 287292136423 STREETS PHONES		pziemer					04/09/2025
235-3100-43321		TELEPHONE			88.16			
237-3190-43321		TELEPHONE			121.34			
X04032025/TRANSIT								
87528	AT&T MOBILITY		03/25/2025	04/09/2025	49.93	49.93	Open	N
	ACCT 287292136423 TRANSIT PHONE		pziemer					04/09/2025
203-9000-43321		TELEPHONE			49.93			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
X04032025/PD							
87531	AT&T MOBILITY	03/25/2025	04/09/2025	2,067.41	2,067.41	Open	N
	ACCT 287287520356 COMPUTER SUPPORT/PH	pziemer					04/09/2025
225-2120-43309	COMPUTER TECHNICAL SUPPORT			726.37			
225-2120-43321	TELEPHONE			1,341.04			
	Total for vendor 2740 - AT&T MOBILITY:			3,637.26	3,637.26		
Vendor 4310 - AUTOSMITH SERVICE GROUP:							
1038							
87572	AUTOSMITH SERVICE GROUP	04/02/2025	04/09/2025	5,989.62	5,989.62	Open	N
	417 NEW SQUAD BUILD	pziemer					04/09/2025
400-2120-45500	POLICE CAPITAL OUTLAY			5,989.62			
	Total for vendor 4310 - AUTOSMITH SERVICE GROUP:			5,989.62	5,989.62		
Vendor 0745 - BATTERIES PLUS:							
P81179903							
87365	BATTERIES PLUS	03/21/2025	04/09/2025	38.97	38.97	Open	N
	BATTERIES	pziemer					04/09/2025
225-2120-42210	OPERATING SUPPLIES			38.97			
	Total for vendor 0745 - BATTERIES PLUS:			38.97	38.97		
Vendor 0748 - BJERGA FEED STORES:							
1469906							
87338	BJERGA FEED STORES	03/20/2025	04/09/2025	54.10	54.10	Open	N
	TICK REPELLANT - SAFETY	pziemer					04/09/2025
238-3160-42210	OPERATING SUPPLIES			54.10			
	Total for vendor 0748 - BJERGA FEED STORES:			54.10	54.10		
Vendor 3966 - BLUE SKY TRANSIT:							
2282025							
87369*	BLUE SKY TRANSIT	03/01/2025	04/09/2025	88,171.38	88,171.38	Open	N
	FEB 2025 THIRD PARTY SERVICES	pziemer					04/09/2025
203-9000-43401	VEHICLE REPAIRS			14,306.30			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			78,351.81			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			(86.73)			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			(4,400.00)			
	Total for vendor 3966 - BLUE SKY TRANSIT:			88,171.38	88,171.38		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
MAR 2025							
87487	BRAINERD LAKES AREA DEV C	03/27/2025	04/09/2025	3,084.00	3,084.00	Open	N
	2025 EDA CONSULTING SVCS	pziemer					04/09/2025
295-6510-43300	PROFESSIONAL SERVICES			3,084.00			
	Total for vendor 0078 - BRAINERD LAKES AREA DEV C:			3,084.00	3,084.00		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
Vendor 0085 - BRAINERD POLICE DEPT:								
3/31/25								
87533	BRAINERD POLICE DEPT		03/31/2025	04/09/2025	500.00	500.00	Open	N
	CASH FOR INVESTIGATION ICR 25004123		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			500.00			
	Total for vendor 0085 - BRAINERD POLICE DEPT:				500.00	500.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:								
COBRA MAR 25								
87327	BRAINERD PUBLIC UTILITIES		03/17/2025	04/09/2025	80.08	80.08	Open	N
	REMIT MAR 25 COBRA		pziemer					04/09/2025
101-0000-20850		DUE TO COMPONENT UNIT			80.08			
FEB 25/CITY								
87370	BRAINERD PUBLIC UTILITIES		03/01/2025	04/09/2025	2,478.23	2,478.23	Open	N
	1/24/25-2/24/25 CITY UTILITIES		pziemer					04/09/2025
101-1940-43381		BPU UTILITIES			2,236.80			
101-9200-43381		BPU UTILITIES			149.62			
236-3180-43381		BPU UTILITIES			37.50			
401-1003-43380		UTILITIES			54.31			
FEB 25/STRTS								
87371	BRAINERD PUBLIC UTILITIES		03/01/2025	04/09/2025	24,470.54	24,470.54	Open	N
	1/24/25-2/24/25 STREET DEPT UTILITIES		pziemer					04/09/2025
235-3100-43381		BPU UTILITIES			23,572.41			
230-5200-43381		BPU UTILITIES			898.13			
FEB 25/PD								
87372	BRAINERD PUBLIC UTILITIES		03/01/2025	04/09/2025	5,120.86	5,120.86	Open	N
	1/24/25-2/24/25 POLICE DEPT UTILITIES		pziemer					04/09/2025
225-2120-43381		BPU UTILITIES			5,120.86			
FEB 25/FIRE								
87373	BRAINERD PUBLIC UTILITIES		03/24/2025	04/09/2025	3,116.97	3,116.97	Open	N
	1/24/25-2/24/25 FIRE DEPT UTILITIES		pziemer					04/09/2025
225-2220-43381		BPU UTILITIES			3,116.97			
FEB 25/LIB								
87374	BRAINERD PUBLIC UTILITIES		03/01/2025	04/09/2025	1,437.74	1,437.74	Open	N
	1/24/25-2/24/25 LIBRARY UTILITIES		pziemer					04/09/2025
211-5500-43381		BPU UTILITIES			1,437.74			
FEB 25/PARKS								
87375	BRAINERD PUBLIC UTILITIES		03/01/2025	04/09/2025	4,101.82	4,101.82	Open	N
	1/24/25-2/24/25 PARKS DEPT UTILITIES		pziemer					04/09/2025
230-5200-43381		BPU UTILITIES			4,073.58			
230-5280-43380		UTILITIES			28.24			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				40,806.24	40,806.24		
Vendor 3541 - BRAINERD ROTARY:								

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
12684							
87541	BRAINERD ROTARY	04/01/2025	04/09/2025	198.00	198.00	Open	N
	2ND QTR 2025 DUES N.BROYLES	pziemer					04/09/2025
101-1400-43433	DUES & SUBSCRIPTIONS			198.00			
	Total for vendor 3541 - BRAINERD ROTARY:			198.00	198.00		
Vendor 4209 - CALLTOWER:							
202485240							
87574	CALLTOWER	04/01/2025	04/09/2025	348.23	348.23	Open	N
	CALLTOWER 4/1/25-4/30/25	pziemer					04/09/2025
101-1800-43321	TELEPHONE			348.23			
	Total for vendor 4209 - CALLTOWER:			348.23	348.23		
Vendor 0102 - CANON FINANCIAL SERVICE:							
39552411							
87364	CANON FINANCIAL SERVICE	03/23/2025	04/09/2025	80.69	80.69	Open	N
	4/1/25-4/30/25 FIRE DEPT COPIER	pziemer					04/09/2025
225-2220-43331	LEASED PAYMENTS			80.69			
39551527							
87539	CANON FINANCIAL SERVICE	03/23/2025	04/09/2025	77.97	77.97	Open	N
	4/1/25-4/30/25 LIBRARY COPIER CONTRA(	pziemer					04/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			77.97			
39551189							
87540	CANON FINANCIAL SERVICE	03/22/2025	04/09/2025	19.73	19.73	Open	N
	4/1/25-4/30/25 FAX COPIER CONTRACT	pziemer					04/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			19.73			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			178.39	178.39		
Vendor 4309 - CARRIE BENSON PHOTOGRAPHY:							
279							
87546	CARRIE BENSON PHOTOGRAPHY	03/31/2025	04/09/2025	210.00	210.00	Open	N
	OFFICER OF THE YEAR PHOTO	pziemer					04/09/2025
225-2120-43300	PROFESSIONAL SERVICES			210.00			
	Total for vendor 4309 - CARRIE BENSON PHOTOGRAPHY:			210.00	210.00		
Vendor 0447 - CDW GOVERNMENT, INC:							
AD39N6A							
87535	CDW GOVERNMENT, INC	03/24/2025	04/09/2025	111.64	111.64	Open	N
	TONER CANON MF751CDW YELLOW	pziemer					04/09/2025
101-1940-42200	OFFICE SUPPLIES			111.64			
AD32M4X							
87536	CDW GOVERNMENT, INC	03/21/2025	04/09/2025	590.94	590.94	Open	N
	PRINTER CANON MF751CDW AND TONER	pziemer					04/09/2025

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
101-1800-42220	REPAIR & MAINT			384.99			
101-1940-42200	OFFICE SUPPLIES			205.95			
AD4AB3Q							
87537	CDW GOVERNMENT, INC	03/25/2025	04/09/2025	110.20	110.20	Open	N
	KEYSTONE NETWORK JACKS QTY 50	pziemer					04/09/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			110.20			
	Total for vendor 0447 - CDW GOVERNMENT, INC:			812.78	812.78		
Vendor 1343 - CHARTER COMMUNICATIONS:							
175587701032125							
87532	CHARTER COMMUNICATIONS	03/21/2025	04/09/2025	46.51	46.51	Open	N
	BUSINESS TV	pziemer					04/09/2025
225-2120-43380	UTILITIES			46.51			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			46.51	46.51		
Vendor 1653 - CIVICPLUS:							
330972							
87480	CIVICPLUS	03/27/2025	04/09/2025	6,945.75	6,945.75	Open	N
	CIVICREC ANNUAL FEE 4/27/25-4/26/26	pziemer					04/09/2025
230-5200-43309	COMPUTER TECHNICAL SUPPORT			4,630.50			
230-0000-15510	PREPAID OTHER			2,315.25			
	Total for vendor 1653 - CIVICPLUS:			6,945.75	6,945.75		
Vendor 0229 - CLIFTONLARSONALLEN LLP:							
L251161089							
87529	CLIFTONLARSONALLEN LLP	03/26/2025	04/09/2025	2,100.00	2,100.00	Open	N
	PFC AUDIT - OUT OF SCOPE	pziemer					04/09/2025
260-9020-43300	PROFESSIONAL SERVICES			2,100.00			
	Total for vendor 0229 - CLIFTONLARSONALLEN LLP:			2,100.00	2,100.00		
Vendor 4340 - CMC:							
ORD-2825							
87357	CMC	03/03/2025	04/09/2025	1,525.00	1,525.00	Open	N
	ROPE RESCUE TECH TRAINING	pziemer					04/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			1,525.00			
	Total for vendor 4340 - CMC:			1,525.00	1,525.00		
Vendor 4269 - COLUMN SOFTWARE:							
634ADDC0-0005							
87473	COLUMN SOFTWARE	03/10/2025	04/09/2025	408.22	408.22	Open	N
	RFB: LOWELL SRTS & H STREET IMPR	pziemer					04/09/2025
401-9030-43350-24:07	LEGAL PUBLICATIONS			408.22			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
425BB603-0102								
87492	COLUMN SOFTWARE		03/14/2025	04/09/2025	133.32	133.32	Open	N
	RFB: 2025 CHIP SEAL 3-19-25		pziemer					04/09/2025
401-9030-43350-25:01		LEGAL PUBLICATIONS			133.32			
425BB603-0103								
87545	COLUMN SOFTWARE		03/18/2025	04/09/2025	44.00	44.00	Open	N
	NOH:2025 SCDP GRANT - STREETSCAPE		pziemer					04/09/2025
275-6550-43430		MISCELLANEOUS			44.00			
		Total for vendor 4269 - COLUMN SOFTWARE:			585.54	585.54		
Vendor 4163 - CUSTOMIZED FIRE RESCUE TRAINING:								
2909								
87358	CUSTOMIZED FIRE RESCUE TRAINING		03/01/2025	04/09/2025	500.00	500.00	Open	N
	PASSENGER ELEVATOR RESCUE		pziemer					12/31/2024
225-2220-43330		PROFESSIONAL DEVELOPMENT			500.00			
		Total for vendor 4163 - CUSTOMIZED FIRE RESCUE TRAINING:			500.00	500.00		
Vendor 2124 - CWC HISTORICAL SOCIETY:								
2025								
87331	CWC HISTORICAL SOCIETY		03/17/2025	04/09/2025	500.00	500.00	Open	N
	2025 DONATION		pziemer					04/09/2025
101-9200-43438		MISC SPECIAL PROJECTS			500.00			
		Total for vendor 2124 - CWC HISTORICAL SOCIETY:			500.00	500.00		
Vendor 1919 - CWC LAND DEPARTMENT:								
2025 PROP TAX								
87544	CWC LAND DEPARTMENT		04/18/2025	04/09/2025	200.00	200.00	Open	N
	2025 PROPERTY TAXES CITY OF BRAINERD		pziemer					04/09/2025
101-1940-43430		MISCELLANEOUS			25.00			
211-5500-43430		MISCELLANEOUS			25.00			
225-2120-43430		MISCELLANEOUS			25.00			
225-2220-43430		MISCELLANEOUS			25.00			
225-2220-43430		MISCELLANEOUS			25.00			
230-5200-43430		MISCELLANEOUS			25.00			
230-5200-43430		MISCELLANEOUS			25.00			
235-3100-43430		MISCELLANEOUS			25.00			
		Total for vendor 1919 - CWC LAND DEPARTMENT:			200.00	200.00		
Vendor 0133 - CWC RECORDER:								
709 5TH AVE								
87542	CWC RECORDER		04/01/2025	04/09/2025	46.00	46.00	Open	N
	YAGER SCDP RECORDING FEE		pziemer					04/09/2025
202-6323-45520		CAPITAL - SINGLE FAM RENTAL			46.00			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
808 4TH AVE								
87543	CWC RECORDER		04/01/2025	04/09/2025	46.00	46.00	Open	N
	YAGER SCDP RECORDING FEE		pziemer					04/09/2025
202-6323-45520		SE BRD - CAPITAL - SINGLE FAM RENTAL			46.00			
		Total for vendor 0133 - CWC RECORDER:			92.00	92.00		
Vendor 0135 - CWC TREASURER:								
8063								
87479	CWC TREASURER		03/19/2025	04/09/2025	5,000.00	5,000.00	Open	N
	ESRI SOFTWARE 2025		pziemer					04/09/2025
101-1800-43309		COMPUTER SUPPORT			5,000.00			
		Total for vendor 0135 - CWC TREASURER:			5,000.00	5,000.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:								
2428454								
87482	DAHLHEIMER BEVERAGE		03/26/2025	04/09/2025	67.80	67.80	Open	N
	JANITORIAL SUPPLIES - LIB		pziemer					04/09/2025
211-5500-42220		REPAIR & MAINT			67.80			
		Total for vendor 3438 - DAHLHEIMER BEVERAGE:			67.80	67.80		
Vendor 3954 - DALLMAN SIGNS & GRAPHICS:								
943								
87566	DALLMAN SIGNS & GRAPHICS		03/31/2025	04/09/2025	525.00	525.00	Open	N
	SQD 446 NEW SQUAD BUILD - GRAPHICS		pziemer					04/09/2025
400-2120-45500		POLICE CAPITAL OUTLAY			525.00			
		Total for vendor 3954 - DALLMAN SIGNS & GRAPHICS:			525.00	525.00		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:								
MAR 2025								
87486	DESTINATION DOWNTOWN BRAINERD COALI		03/27/2025	04/09/2025	833.34	833.34	Open	N
	2025 EDA CONSULTING SVCS		pziemer					04/09/2025
295-6510-43300		PROFESSIONAL SERVICES			833.34			
		Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:			833.34	833.34		
Vendor 2898 - DIGITAL HORIZONS:								
3703								
87312	DIGITAL HORIZONS		03/19/2025	04/09/2025	7,482.77	7,482.77	Open	N
	NETWORK WIRING CITY HALL -DEPOSIT		pziemer					04/09/2025
400-1800-45500-00001		IT/GIS CAPITAL OUTLAY			7,482.77			
		Total for vendor 2898 - DIGITAL HORIZONS:			7,482.77	7,482.77		
Vendor 1437 - DLT SOLUTIONS INC:								

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5297767A								
87481	DLT SOLUTIONS INC		03/25/2025	04/09/2025	2,563.80	2,563.80	Open	N
	AUTOCAD SUBSCRIPTION		pziemer					04/09/2025
101-1700-43309		COMPUTER TECHNICAL SUPPORT			1,816.02			
101-0000-15510		PREPAID OTHER			747.78			
		Total for vendor 1437 - DLT SOLUTIONS INC:			2,563.80	2,563.80		
Vendor 0921 - DONDELINGER'S:								
166539								
87471	DONDELINGER'S		03/25/2025	04/09/2025	1,081.12	1,081.12	Open	N
	2018 CHEVY REPAIRS		pziemer					04/09/2025
225-2220-42220		REPAIR & MAINT			1,081.12			
		Total for vendor 0921 - DONDELINGER'S:			1,081.12	1,081.12		
Vendor 1286 - EAST SIDE OIL COMPANY:								
R116596								
87344	EAST SIDE OIL COMPANY		03/20/2025	04/09/2025	50.00	50.00	Open	N
	WASTE OIL FILTERS		pziemer					04/09/2025
227-3230-43428		USED OIL RECYCLING EXPENSE			50.00			
R114509 - ADJ								
87569	EAST SIDE OIL COMPANY		03/31/2025	04/09/2025	10.00	10.00	Open	N
	ADJ FOR BILLING ERROR		pziemer					04/09/2025
227-3230-43428		USED OIL RECYCLING EXPENSE			10.00			
		Total for vendor 1286 - EAST SIDE OIL COMPANY:			60.00	60.00		
Vendor 3320 - ESSENTIA HEALTH:								
890000484/3-16-25								
87538	ESSENTIA HEALTH		03/16/2025	04/09/2025	400.00	400.00	Open	N
	PRE-EMP DOT SCREENINGS		pziemer					04/09/2025
235-3100-43300		PROFESSIONAL SERVICES			142.50			
237-3190-43300		PROFESSIONAL SERVICES			38.00			
238-3160-43300		PROFESSIONAL SERVICES			9.50			
225-2120-43300		PROFESSIONAL SERVICES			132.00			
225-2220-43300		PROFESSIONAL SERVICES			78.00			
		Total for vendor 3320 - ESSENTIA HEALTH:			400.00	400.00		
Vendor 1815 - F.I.R.E. CROSSLAKE:								
7389								
87567	F.I.R.E. CROSSLAKE		03/31/2025	04/09/2025	650.00	650.00	Open	N
	WILDLAND REFRESHER - ALL		pziemer					04/09/2025
225-2220-43330		PROFESSIONAL DEVELOPMENT			650.00			
		Total for vendor 1815 - F.I.R.E. CROSSLAKE:			650.00	650.00		
Vendor 0170 - FASTENAL COMPANY:								

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MNBAX272652								
87323	FASTENAL COMPANY		03/17/2025	04/09/2025	110.74	110.74	Open	N
	SIGN HARDWARE AND CUTOFF WHEELS		pziemer					04/09/2025
235-3170-42210		OPERATING SUPPLIES			110.74			
MNBAX272504								
87328	FASTENAL COMPANY		03/06/2025	04/09/2025	41.07	41.07	Open	N
	MAINTENANCE - CABLE TIES		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			41.07			
MNBAX272478								
87329	FASTENAL COMPANY		03/05/2025	04/09/2025	92.00	92.00	Open	N
	ANCHORS		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			92.00			
MNBAX272611								
87478	FASTENAL COMPANY		03/13/2025	04/09/2025	33.78	33.78	Open	N
	CABLE TIES		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			33.78			
	Total for vendor 0170 - FASTENAL COMPANY:				277.59	277.59		
Vendor 4394 - FORSTROM, AARON:								
3/12/25								
87356	FORSTROM, AARON		03/12/2025	04/09/2025	85.40	85.40	Open	N
	REIMBURSE - MILEAGE		pziemer					04/09/2025
203-9000-43330		PROFESSIONAL DEVELOPMENT			85.40			
	Total for vendor 4394 - FORSTROM, AARON:				85.40	85.40		
Vendor 1967 - FRONTIER PRECISION INC:								
INV320402								
87563*	FRONTIER PRECISION INC		03/17/2025	04/09/2025	32,080.00	32,080.00	Open	N
	TRIMBLE R980		pziemer					04/09/2025
400-9050-45530		CAPITAL - OTHER			34,330.00			
400-0000-39101		SALE OF ASSETS			(2,250.00)			
	Total for vendor 1967 - FRONTIER PRECISION INC:				32,080.00	32,080.00		
Vendor 0209 - HEARTLAND TIRE INC.:								
3056308								
87335	HEARTLAND TIRE INC.		03/17/2025	04/09/2025	23.71	23.71	Open	N
	TRUCK 107 TIRE REPAIR		pziemer					04/09/2025
237-3190-42220		REPAIR & MAINT			23.71			
3061212								
87336	HEARTLAND TIRE INC.		03/13/2025	04/09/2025	569.52	569.52	Open	N
	SQD 410 TIRES X2		pziemer					04/09/2025
225-2120-42221		SQUAD CAR REPAIR SUPPLIES			569.52			
	Total for vendor 0209 - HEARTLAND TIRE INC.:				593.23	593.23		

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Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:								
IN4791021								
87314	INNOVATIVE OFFICE SOLUTIONS LLC		03/17/2025	04/09/2025	76.10	76.10	Open	N
	TONER - RECORDS		pziemer					04/09/2025
225-2120-42200		OFFICE SUPPLIES			76.10			
IN4800348								
87510	INNOVATIVE OFFICE SOLUTIONS LLC		03/27/2025	04/09/2025	95.96	95.96	Open	N
	COPY PAPER		pziemer					04/09/2025
225-2120-42200		OFFICE SUPPLIES			95.96			
	Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:				172.06	172.06		
Vendor 3488 - JEFFERSON FIRE & SAFETY:								
IN325206								
87568	JEFFERSON FIRE & SAFETY		03/28/2025	04/09/2025	1,005.25	1,005.25	Open	N
	FIRE BOOTS X3 HOLMSTROM, SCHELLIN, H		pziemer					04/09/2025
225-2220-42250		PERSONAL PROTECTIVE GEAR			1,005.25			
	Total for vendor 3488 - JEFFERSON FIRE & SAFETY:				1,005.25	1,005.25		
Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:								
3/12/25								
87468	KITCHIGAMI REGIONAL LIBRARY - CC		03/12/2025	04/09/2025	232.00	232.00	Open	N
	REMIT LIB CC CHARGES THRU 3/12/25		pziemer					04/09/2025
211-0000-20800		DUE TO OTHER GOVT UNITS			232.00			
	Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:				232.00	232.00		
Vendor 1196 - KROMER CO. LLC:								
582278								
87565	KROMER CO. LLC		03/07/2025	04/09/2025	763.03	763.03	Open	N
	GROOMER PARTS - SPRING TINES		pziemer					04/09/2025
230-5200-42221		R&M- MILLS FIELD			763.03			
	Total for vendor 1196 - KROMER CO. LLC:				763.03	763.03		
Vendor 3627 - LAKES AREA WILDLIFE CONTROL:								
MAR 2025								
87490	LAKES AREA WILDLIFE CONTROL		03/27/2025	04/09/2025	3,263.00	3,263.00	Open	N
	MAR 25 ANIMAL CONTROL CONTRACT		pziemer					04/09/2025
225-2700-43300		PROFESSIONAL SERVICES			3,263.00			
	Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:				3,263.00	3,263.00		
Vendor 3469 - LAMS INC:								

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GL Distribution	GRANT						
20250311 #522							
87474	LAMS INC	03/11/2025	04/09/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					04/09/2025
101-1940-43410	RENTAL EXPENSE			48.64			
20250325 #522							
87475	LAMS INC	03/25/2025	04/09/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					04/09/2025
101-1940-43410	RENTAL EXPENSE			48.64			
20250325 #520							
87476	LAMS INC	03/25/2025	04/09/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					04/09/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
20250311 #520							
87477	LAMS INC	03/11/2025	04/09/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					04/09/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
	Total for vendor 3469 - LAMS INC:			215.04	215.04		
Vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:							
23451							
87348	LANDSBURG LANDSCAPE NURSERY INC	03/05/2025	04/09/2025	2,901.63	2,901.63	Open	N
	2025 DEPOSIT - DOWNTOWN LANDSCAPING	pziemer					04/09/2025
401-1003-43430	MISCELLANEOUS			2,901.63			
	Total for vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:			2,901.63	2,901.63		
Vendor 0235 - LITTLE FALLS MACHINE INC:							
373454							
87347	LITTLE FALLS MACHINE INC	03/12/2025	04/09/2025	974.80	974.80	Open	N
	TRUCK 109 AUGER	pziemer					04/09/2025
235-3125-42220	REPAIR & MAINT			974.80			
	Total for vendor 0235 - LITTLE FALLS MACHINE INC:			974.80	974.80		
Vendor 4237 - LOCAL 49 TRAINING CENTER:							
1/31/25							
87333	LOCAL 49 TRAINING CENTER	01/31/2025	04/09/2025	4,000.00	4,000.00	Open	N
	CDL TRAINING/TESTING S.JENSEN	pziemer					04/09/2025
230-5200-43330	PROFESSIONAL DEVELOPMENT			4,000.00			
	Total for vendor 4237 - LOCAL 49 TRAINING CENTER:			4,000.00	4,000.00		
Vendor 3876 - LYNN LEMBCKE CONSULTING:							
25-013							
87366	LYNN LEMBCKE CONSULTING	03/23/2025	04/09/2025	1,250.00	1,250.00	Open	N
	BWC AUDIT	pziemer					04/09/2025

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
225-2120-43300	PROFESSIONAL SERVICES			1,250.00			
	Total for vendor 3876 - LYNN LEMBCKE CONSULTING:			1,250.00	1,250.00		
Vendor 0239 - MACQUEEN EQUIPMENT INC:							
P45524							
87354	MACQUEEN EQUIPMENT INC	03/14/2025	04/09/2025	151.50	151.50	Open	N
	SCBA REPAIRS	pziemer					04/09/2025
225-2220-42220	REPAIR & MAINT			151.50			
P45590							
87360	MACQUEEN EQUIPMENT INC	03/17/2025	04/09/2025	23.54	23.54	Open	N
	SHIPPING FOR SCBA REPAIRS	pziemer					04/09/2025
225-2220-42220	REPAIR & MAINT			23.54			
P63858							
87559	MACQUEEN EQUIPMENT INC	04/01/2025	04/09/2025	180.60	180.60	Open	N
	SEWER CAMERA NITROGEN	pziemer					04/09/2025
237-3190-42220	REPAIR & MAINT			180.60			
	Total for vendor 0239 - MACQUEEN EQUIPMENT INC:			355.64	355.64		
Vendor 1753 - MARCO - NW 7128:							
INV13653166							
87319	MARCO - NW 7128	03/19/2025	04/09/2025	1,315.82	1,315.82	Open	N
	UNIFY IT 3/19/25-4/18/25	pziemer					04/09/2025
101-1800-43309	COMPUTER SUPPORT			1,200.68			
260-9020-43309	COMPUTER SUPPORT			115.14			
INV13659915							
87345	MARCO - NW 7128	03/20/2025	04/09/2025	2,671.50	2,671.50	Open	N
	MICROSOFT 365 2/16/25-3/15/25	pziemer					04/09/2025
101-1800-43309	COMPUTER SUPPORT			2,671.50			
	Total for vendor 1753 - MARCO - NW 7128:			3,987.32	3,987.32		
Vendor 0889 - MENARDS - BAXTER:							
41594							
87517	MENARDS - BAXTER	03/28/2025	04/09/2025	8.98	8.98	Open	N
	PB ENTRY TULIP KNOB	pziemer					04/09/2025
230-5200-42221	R&M- MILLS FIELD			8.98			
	Total for vendor 0889 - MENARDS - BAXTER:			8.98	8.98		
Vendor 0147 - MINNESOTA SOFTBALL:							
8237							
87467	MINNESOTA SOFTBALL	03/27/2025	04/09/2025	2,160.00	2,160.00	Open	N
	QTY 36 DOZEN SOFTBALLS	pziemer					04/09/2025
230-5215-42210	OPERATING SUPPLIES			2,160.00			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
8231								
87503	MINNESOTA SOFTBALL		03/24/2025	04/09/2025	525.00	525.00	Open	N
	QTY 7 UMP REGISTRATIONS		pziemer					04/09/2025
230-5215-42210		OPERATING SUPPLIES			525.00			
	Total for vendor 0147 - MINNESOTA SOFTBALL:				2,685.00	2,685.00		
Vendor 0270 - MN DEPT LABOR & INDUSTRY:								
MAR 2025								
87570	MN DEPT LABOR & INDUSTRY		03/31/2025	04/09/2025	409.20	409.20	Open	N
	1ST QTR 25 SURCHARGE		pziemer					04/09/2025
101-0000-21800		SURCHARGE PAYABLE TO STATE			409.20			
	Total for vendor 0270 - MN DEPT LABOR & INDUSTRY:				409.20	409.20		
Vendor 1974 - MN DEPT OF HEALTH PLAN REVIEW:								
25:04								
87518	MN DEPT OF HEALTH PLAN REVIEW		03/31/2025	04/09/2025	150.00	150.00	Open	N
	PLAN REVIEW PROJECT 25:04		pziemer					04/09/2025
401-9030-43300-25:04		PROFESSIONAL SERVICES			150.00			
17-12								
87519	MN DEPT OF HEALTH PLAN REVIEW		03/31/2025	04/09/2025	150.00	150.00	Open	N
	PLAN REVIEW PROJECT 17-12		pziemer					04/09/2025
401-1712-43300		PROFESSIONAL SERVICES			150.00			
	Total for vendor 1974 - MN DEPT OF HEALTH PLAN REVIEW:				300.00	300.00		
Vendor 0267 - MN POLLUTION CONTROL AGENCY:								
MS4 - 2025								
87346	MN POLLUTION CONTROL AGENCY		03/21/2025	04/09/2025	400.00	400.00	Open	N
	MS 4 PERMIT APPLICATION - CITY OF BR		pziemer					04/09/2025
238-3160-43430		MISCELLANEOUS			400.00			
	Total for vendor 0267 - MN POLLUTION CONTROL AGENCY:				400.00	400.00		
Vendor 4385 - MOORE ENGINEERING INC:								
SIN001535								
87564	MOORE ENGINEERING INC		03/24/2025	04/09/2025	27,692.80	27,692.80	Open	N
	23-14 STUDIES, REPORTS, DESIGN		pziemer					04/09/2025
401-9030-43300-23:14		PROFESSIONAL SERVICES			27,692.80			
	Total for vendor 4385 - MOORE ENGINEERING INC:				27,692.80	27,692.80		
Vendor 3168 - MOTORS-N-MORE:								
31047								
87315	MOTORS-N-MORE		03/18/2025	04/09/2025	50.00	50.00	Open	N
	SQD 414 OIL CHANGE & TIRES ROTATE		pziemer					04/09/2025
225-2120-42221		SQUAD CAR REPAIR SUPPLIES			50.00			

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GL Distribution	GRANT						
31048							
87316	MOTORS-N-MORE	03/18/2025	04/09/2025	50.00	50.00	Open	N
	SQD 412 OIL CHANGE	pziemer					04/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
31049							
87317	MOTORS-N-MORE	03/18/2025	04/09/2025	481.52	481.52	Open	N
	SQD 411 FRONT BRAKE PADS	pziemer					04/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			481.52			
31050							
87318	MOTORS-N-MORE	03/18/2025	04/09/2025	317.00	317.00	Open	N
	SQD 428 ENGINE REPAIR	pziemer					04/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			317.00			
31070							
87547	MOTORS-N-MORE	03/31/2025	04/09/2025	50.00	50.00	Open	N
	SQD 445 OIL CHANGE	pziemer					04/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
	Total for vendor 3168 - MOTORS-N-MORE:			948.52	948.52		
Vendor 3580 - NAGELL APPRAISAL & CONSULTING:							
33213							
87311	NAGELL APPRAISAL & CONSULTING	03/15/2025	04/09/2025	1,800.00	1,800.00	Open	N
	APPRAISAL - CITY HALL ANNEX	pziemer					04/09/2025
101-1940-43300	PROFESSIONAL SERVICES			1,800.00			
	Total for vendor 3580 - NAGELL APPRAISAL & CONSULTING:			1,800.00	1,800.00		
Vendor 0273 - NAPA AUTO PARTS:							
790188							
87324	NAPA AUTO PARTS	03/20/2025	04/09/2025	80.00	80.00	Open	N
	LUBRICATION AND LOCKING COUPLERS	pziemer					04/09/2025
235-3125-42220	REPAIR & MAINT			80.00			
789886							
87337	NAPA AUTO PARTS	03/19/2025	04/09/2025	5.34	5.34	Open	N
	VAL CAP	pziemer					04/09/2025
225-2220-42220	REPAIR & MAINT			5.34			
787554							
87376	NAPA AUTO PARTS	03/10/2025	04/09/2025	329.19	329.19	Open	N
	SOCKET SET	pziemer					04/09/2025
235-3100-42240	SMALL TOOLS			329.19			
792503							
87504	NAPA AUTO PARTS	03/28/2025	04/09/2025	163.00	163.00	Open	N
	HYDRAULIC HOSE FITTINGS	pziemer					04/09/2025
235-3125-42220	REPAIR & MAINT			163.00			

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
787894							
87548	NAPA AUTO PARTS	03/11/2025	04/09/2025	(5.05)	(5.05)	Open	N
	CREDIT - EXCHANGE SOCKET SET	pziemer					04/09/2025
235-3100-42240	SMALL TOOLS			(5.05)			
787896							
87560	NAPA AUTO PARTS	03/11/2025	04/09/2025	120.00	120.00	Open	N
	1/2" DRIVE X 25" LONG RATCHET	pziemer					04/09/2025
235-3100-42240	SMALL TOOLS			120.00			
	Total for vendor 0273 - NAPA AUTO PARTS:			692.48	692.48		
Vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:							
MAR25/PD							
87513	NORTH COUNTRY JANITORIAL & SUPPLY I	03/31/2025	04/09/2025	1,093.00	1,093.00	Open	N
	MAR 25 POLICE DET JANITORIAL	pziemer					04/09/2025
225-2120-43300	PROFESSIONAL SERVICES			1,093.00			
MAR 25/CH							
87514	NORTH COUNTRY JANITORIAL & SUPPLY I	03/31/2025	04/09/2025	1,077.00	1,077.00	Open	N
	MAR 25 CITY HALL JANITORIAL	pziemer					04/09/2025
101-1940-43300	PROFESSIONAL SERVICES			1,077.00			
MAR 25/FD							
87515	NORTH COUNTRY JANITORIAL & SUPPLY I	03/31/2025	04/09/2025	383.00	383.00	Open	N
	MAR 25 FIRE DEPT JANITORIAL	pziemer					04/09/2025
225-2220-43300	PROFESSIONAL SERVICES			383.00			
MAR 25/PW							
87516	NORTH COUNTRY JANITORIAL & SUPPLY I	03/31/2025	04/09/2025	382.00	382.00	Open	N
	MAR 25 PW GARAGE JANITORIAL	pziemer					04/09/2025
230-5200-43300	PROFESSIONAL SERVICES			191.00			
235-3100-43300	PROFESSIONAL SERVICES			191.00			
	Total for vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:			2,935.00	2,935.00		
Vendor 3725 - NORTH RISK PARTNERS:							
7297247							
87550	NORTH RISK PARTNERS	04/01/2025	04/09/2025	13,500.00	13,500.00	Open	N
	2025 HEALTH INS BROKER FEE 2ND INSTA	pziemer					04/09/2025
101-1400-43300	PROFESSIONAL SERVICES			5,535.00			
101-0000-14100	DUE FROM COMPONENT UNIT			5,872.50			
101-0000-14100	DUE FROM COMPONENT UNIT			1,755.00			
260-9020-43300	PROFESSIONAL SERVICES			337.50			
	Total for vendor 3725 - NORTH RISK PARTNERS:			13,500.00	13,500.00		
Vendor 0284 - OFFICE SHOP:							
1153000-1							
87321	OFFICE SHOP	03/19/2025	04/09/2025	172.50	172.50	Open	N
	COPY PAPER - CH	pziemer					04/09/2025

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GL Distribution	GRANT						
101-1940-42200	OFFICE SUPPLIES			172.50			
1153000-0							
87322	OFFICE SHOP	03/18/2025	04/09/2025	146.37	146.37	Open	N
	ENVELOPES - CH	pziemer					04/09/2025
101-1940-42200	OFFICE SUPPLIES			146.37			
1153246-0							
87493	OFFICE SHOP	03/25/2025	04/09/2025	150.30	150.30	Open	N
	COPY PAPER 11X17	pziemer					04/09/2025
101-1940-42200	OFFICE SUPPLIES			150.30			
	Total for vendor 0284 - OFFICE SHOP:			469.17	469.17		
Vendor 0695 - PIONEER:							
INV-239788							
87332	PIONEER	03/13/2025	04/09/2025	5,030.00	5,030.00	Open	N
	FIELD MARKING PAINT	pziemer					04/09/2025
230-5215-42210	OPERATING SUPPLIES			5,030.00			
	Total for vendor 0695 - PIONEER:			5,030.00	5,030.00		
Vendor 3413 - RATWIK, ROSZAK AND MALONEY:							
JAN 2025							
87483	RATWIK, ROSZAK AND MALONEY	03/01/2025	04/09/2025	15,529.99	15,529.99	Open	N
	JAN 25 RETAINER/SPECIAL SVCS	pziemer					04/09/2025
101-1610-43301	CITY ATTORNEY			4,307.78			
101-0000-14100	DUE FROM COMPONENT UNIT			432.00			
101-0000-14100	DUE FROM COMPONENT UNIT			126.00			
260-9020-43304	LEGAL PROFESSIONAL SERVICES			261.00			
101-1610-43301	CITY ATTORNEY			1,242.00			
101-0000-14100	DUE FROM COMPONENT UNIT			6,696.00			
101-2400-43405	NUISANCES			1,511.21			
401-9030-43300-23:13	PROFESSIONAL SERVICES			828.00			
203-9000-43300	PROFESSIONAL SERVICES			126.00			
FEB 2025							
87549	RATWIK, ROSZAK AND MALONEY	03/01/2025	04/09/2025	16,246.22	16,246.22	Open	N
	FEB 25 RETAINER/SPECIAL SERVICES	pziemer					04/09/2025
101-1610-43301	CITY ATTORNEY			5,066.15			
101-0000-14100	DUE FROM COMPONENT UNIT			108.00			
101-1610-43301	CITY ATTORNEY			3,901.50			
101-0000-14100	DUE FROM COMPONENT UNIT			1,062.00			
101-2400-43405	NUISANCES			1,134.00			
401-9030-43300-23:13	PROFESSIONAL SERVICES			1,506.57			
260-9020-43304	LEGAL PROFESSIONAL SERVICES			2,808.00			
295-0000-20600	DEPOSITS PAYABLE			660.00			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			31,776.21	31,776.21		
Vendor 3612 - SEVERSON PORTER LAW:							

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MAR 2025								
87489	SEVERSON PORTER LAW		03/27/2025	04/09/2025	19,430.95	19,430.95	Open	N
	MAR 25 PROSECUTION AGREEMENT		pziemer					04/09/2025
225-2127-43310		MISDEMEANOR PROSECUTOR			19,430.95			
	Total for vendor 3612 - SEVERSON PORTER LAW:				19,430.95	19,430.95		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:								
484517								
87320	SHORT ELLIOTT HENDRICKSON		03/12/2025	04/09/2025	5,980.56	5,980.56	Open	N
	23:13 WILLOW/6TH RAB THRU 2/28/25		pziemer					04/09/2025
401-9030-43300-23:13		PROFESSIONAL SERVICES			5,980.56			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:				5,980.56	5,980.56		
Vendor 3138 - ST. LOUIS MRO INC.:								
64428								
87330	ST. LOUIS MRO INC.		03/01/2025	04/09/2025	24.50	24.50	Open	N
	QTY 1 BACKGROUND CHECK		pziemer					04/09/2025
225-2120-43300		PROFESSIONAL SERVICES			24.50			
	Total for vendor 3138 - ST. LOUIS MRO INC.:				24.50	24.50		
Vendor 0322 - STREICHERS PROF EQUIP:								
I1751660								
87325	STREICHERS PROF EQUIP		03/17/2025	04/09/2025	85.97	85.97	Open	N
	701 UNIFORM BELT & GLOVES		pziemer					04/09/2025
225-2120-41113		UNIFORM ALLOWANCE			85.97			
I1752831								
87511	STREICHERS PROF EQUIP		03/24/2025	04/09/2025	167.97	167.97	Open	N
	701 UNIFORM SHIRT AND PANTS		pziemer					04/09/2025
225-2120-41113		UNIFORM ALLOWANCE			167.97			
I1753809								
87573	STREICHERS PROF EQUIP		03/28/2025	04/09/2025	27.98	27.98	Open	N
	CSO HAGEN INITIAL ISSUE		pziemer					04/09/2025
225-2121-41113		UNIFORM ALLOWANCE			27.98			
	Total for vendor 0322 - STREICHERS PROF EQUIP:				281.92	281.92		
Vendor 3838 - SWANSON HASKAMP CONSULTING:								
MAR 2023								
87485	SWANSON HASKAMP CONSULTING		03/27/2025	04/09/2025	2,916.67	2,916.67	Open	N
	2025 EDA CONSULTING SVCS		pziemer					04/09/2025
295-6510-43300		PROFESSIONAL SERVICES			2,916.67			
	Total for vendor 3838 - SWANSON HASKAMP CONSULTING:				2,916.67	2,916.67		
Vendor 0408 - TOWMASTER:								

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475980								
87495	TOWMASTER		03/17/2025	04/09/2025	273.79	273.79	Open	N
	TARP FOR TRAILER		pziemer					04/09/2025
230-5200-42220		REPAIR & MAINT			273.79			
		Total for vendor 0408 - TOWMASTER:			273.79	273.79		
Vendor 1612 - US BANK:								
7687660								
87506	US BANK		03/25/2025	04/09/2025	750.00	750.00	Open	N
	MN GO BONDS 2018A		pziemer					04/09/2025
302-7700-46620		PAYING AGENT FEES (18A STREETS - 19%)			142.50			
237-3190-43300		PROFESSIONAL SERVICES (18A 14%)			105.00			
101-0000-14100		DUE FROM COMPONENT UNIT (18A 67%)			502.50			
		Total for vendor 1612 - US BANK:			750.00	750.00		
Vendor 0039 - VESTIS:								
2530381509								
87326	VESTIS		03/13/2025	04/09/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS		pziemer					04/09/2025
235-3100-43430		MISCELLANEOUS			91.58			
2530383983								
87339	VESTIS		03/20/2025	04/09/2025	65.85	65.85	Open	N
	RUGS AND OVERALLS		pziemer					04/09/2025
235-3100-43430		MISCELLANEOUS			65.85			
2530386503								
87505	VESTIS		03/27/2025	04/09/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS		pziemer					04/09/2025
235-3100-43430		MISCELLANEOUS			91.58			
		Total for vendor 0039 - VESTIS:			249.01	249.01		
Vendor 0087 - VISIT BRAINERD:								
DEC 2024 LODGING								
87353	VISIT BRAINERD		03/12/2025	04/09/2025	1,355.51	1,355.51	Open	N
	REMIT DEC 2024 LODGING TAX		pziemer					04/09/2025
101-9200-43340		LODGING TAX REMIT/PR			1,355.51			
MAR 2025								
87488	VISIT BRAINERD		03/27/2025	04/09/2025	5,258.33	5,258.33	Open	N
	2025 EDA CONSULTING SERVICES		pziemer					04/09/2025
295-6510-43300		PROFESSIONAL SERVICES			5,258.33			
JAN 25 LODGING								
87534	VISIT BRAINERD		03/27/2025	04/09/2025	1,647.19	1,647.19	Open	N
	REMIT JAN 25 LODGING TAX		pziemer					04/09/2025
101-9200-43340		LODGING TAX REMIT/PR			1,647.19			
		Total for vendor 0087 - VISIT BRAINERD:			8,261.03	8,261.03		

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Vendor 0344 - WASTE PARTNERS INC:								
53X13459								
87551	WASTE PARTNERS INC		03/31/2025	04/09/2025	46.80	46.80	Open	N
	LUM PARK - EXTRA PICKUP		pziemer					04/09/2025
230-5280-43380		UTILITIES			46.80			
53X13460								
87552	WASTE PARTNERS INC		03/31/2025	04/09/2025	128.70	128.70	Open	N
	MAR 25 PW GARAGE WASTE REMOVAL		pziemer					04/09/2025
235-3100-43380		UTILITIES			64.35			
230-5200-43380		UTILITIES			64.35			
53X13461								
87553	WASTE PARTNERS INC		03/31/2025	04/09/2025	128.70	128.70	Open	N
	MAR 25 FIRE DEPT WASTE REMOVAL		pziemer					04/09/2025
225-2220-43380		UTILITIES			128.70			
53X13462								
87554	WASTE PARTNERS INC		03/31/2025	04/09/2025	163.05	163.05	Open	N
	MAR 25 CITY HALL WASTE REMOVAL		pziemer					04/09/2025
101-1940-43380		UTILITIES			163.05			
53X13463								
87555	WASTE PARTNERS INC		03/31/2025	04/09/2025	211.77	211.77	Open	N
	MAR 25 DOWNTOWN WASTE REMOVAL		pziemer					04/09/2025
401-1003-43300		PROFESSIONAL SERVICES			211.77			
53X13464								
87556	WASTE PARTNERS INC		03/31/2025	04/09/2025	157.70	157.70	Open	N
	MAR 25 POLICE DEPT WASTE REMOVAL		pziemer					04/09/2025
225-2120-43380		UTILITIES			157.70			
53X13465								
87557	WASTE PARTNERS INC		03/31/2025	04/09/2025	76.05	76.05	Open	N
	MAR 25 WASTE OIL LOCATION		pziemer					04/09/2025
227-3230-43428		USED OIL RECYCLING EXPENSE			76.05			
53X13466								
87558	WASTE PARTNERS INC		03/31/2025	04/09/2025	520.65	520.65	Open	N
	MAR 25 PARKS DEPT WASTE REMOVAL		pziemer					04/09/2025
230-5200-43380		UTILITIES			520.65			
53X13056								
87571	WASTE PARTNERS INC		03/31/2025	04/09/2025	102.83	102.83	Open	N
	MAR 31 LIBRARY WASTE REMOVAL		pziemer					04/09/2025
211-5500-43380		UTILITIES			102.83			
	Total for vendor 0344 - WASTE PARTNERS INC:				1,536.25	1,536.25		

Vendor 0346 - WIDSETH SMITH NOLTING:

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236583								
87359	WIDSETH SMITH NOLTING		03/01/2025	04/09/2025	10,967.50	10,967.50	Open	N
	BRAINERD FD IMPROVMENT		pziemer					04/09/2025
400-9050-45500		FACILITIES CAPITAL OUTLAY			10,967.50			
	Total for vendor 0346 - WIDSETH SMITH NOLTING:				10,967.50	10,967.50		
Vendor 1712 - WSB & ASSOCIATES:								
R-026252-000-8								
87469	WSB & ASSOCIATES		03/27/2025	04/09/2025	3,765.25	3,765.25	Open	N
	24:07 LOWELL SRTS FEB 2025		pziemer					04/09/2025
401-9030-43300-24:07		PROFESSIONAL SERVICES			3,765.25			
	Total for vendor 1712 - WSB & ASSOCIATES:				3,765.25	3,765.25		
Vendor 1160 - ZARNOTH BRUSH WORKS INC:								
0201358-IN								
87561	ZARNOTH BRUSH WORKS INC		03/19/2025	04/09/2025	4,060.00	4,060.00	Open	N
	GUTTER AND MAIN SWEEPER BROOMS X20		pziemer					04/09/2025
235-3100-42220		REPAIR & MAINT			4,060.00			
	Total for vendor 1160 - ZARNOTH BRUSH WORKS INC:				4,060.00	4,060.00		
PCard: 2257 U.S. BANK Card Holder: CITY HALL								
Vendor 3698 - AMAZON:								
3/2/25								
87453	AMAZON		03/02/2025	04/09/2025	377.15	377.15	Open	N
	FEB 2025 AWS		pziemer					04/09/2025
101-1800-43309		COMPUTER SUPPORT			377.15			
3/5/25 - 2								
87457	AMAZON		03/05/2025	04/09/2025	24.39	24.39	Open	N
	CC SIGNS FOR PAYMENT WINDOWS		pziemer					04/09/2025
101-1940-42200		OFFICE SUPPLIES			24.39			
3/11/25 - 3								
87458	AMAZON		03/11/2025	04/09/2025	23.97	23.97	Open	N
	BADGE ID HOLDERS		pziemer					04/09/2025
101-1940-42200		OFFICE SUPPLIES			23.97			
3/5/25 - 3								
87459	AMAZON		03/05/2025	04/09/2025	59.99	59.99	Open	N
	SKATE SHARPENER - PARKS		pziemer					04/09/2025
230-5209-42220		REPAIR & MAINT			59.99			
3/6/25								
87460	AMAZON		03/06/2025	04/09/2025	185.23	185.23	Open	N
	CANDY/DECORATIONS - PARADE		pziemer					04/09/2025
203-9000-43340		ADVERTISING/MARKETING			185.23			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
3/24/25							
87461	AMAZON	03/24/2025	04/09/2025	257.25	257.25	Open	N
	DESK PHONES QTY 3 - IT INTEGRATION	pziemer					04/09/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			257.25			
	Total for vendor 3698 - AMAZON:			927.98	927.98		
Vendor 4191 - CROWNE PLAZA:							
3/14/25							
87456	CROWNE PLAZA	03/14/2025	04/09/2025	(157.25)	(157.25)	Open	N
	CREDIT FOR CANCELLED HOTEL	pziemer					04/09/2025
101-1400-43330	PROFESSIONAL DEVELOPMENT			(157.25)			
	Total for vendor 4191 - CROWNE PLAZA:			(157.25)	(157.25)		
Vendor 1919 - CWC LAND DEPARTMENT:							
3/4/25							
87448	CWC LAND DEPARTMENT	03/04/2025	04/09/2025	10.00	10.00	Open	N
	SELF SERVICE WEB FEE	pziemer					04/09/2025
101-2400-43433	DUES & SUBSCRIPTIONS			10.00			
	Total for vendor 1919 - CWC LAND DEPARTMENT:			10.00	10.00		
Vendor 0233 - LEAGUE OF MN CITIES:							
3/5/25							
87449	LEAGUE OF MN CITIES	03/05/2025	04/09/2025	15.00	15.00	Open	N
	DATA PRACTICES COURSE N.BROYLES	pziemer					04/09/2025
101-1400-43330	PROFESSIONAL DEVELOPMENT			15.00			
	Total for vendor 0233 - LEAGUE OF MN CITIES:			15.00	15.00		
Vendor 0519 - MN GFOA:							
3/3/25							
87451	MN GFOA	03/03/2025	04/09/2025	70.00	70.00	Open	N
	MEMBERSHIP C.HILLMAN	pziemer					04/09/2025
101-1400-43433	DUES & SUBSCRIPTIONS			70.00			
	Total for vendor 0519 - MN GFOA:			70.00	70.00		
Vendor 3710 - SRFAX:							
3/18/25							
87455	SRFAX	03/18/2025	04/09/2025	109.80	109.80	Open	N
	SRFAX FAX TO EMAIL 3/19/25-3/18/26	pziemer					04/09/2025
101-1800-43321	TELEPHONE			109.80			
	Total for vendor 3710 - SRFAX:			109.80	109.80		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
Vendor 2848 - TEAMVIEWER GMBH:							
3/7/2025							
87454	TEAMVIEWER GMBH	03/07/2025	04/09/2025	2,344.98	2,344.98	Open	N
	TEAMVIWER 3/7/25-3/6/26	pziemer					04/09/2025
101-1800-43309	COMPUTER SUPPORT			1,954.15			
101-0000-15510	PREPAID OTHER			390.83			
	Total for vendor 2848 - TEAMVIEWER GMBH:			2,344.98	2,344.98		
Vendor 1342 - UNIVERSITY OF MINNESOTA:							
2/27/25							
87452	UNIVERSITY OF MINNESOTA	03/01/2025	04/09/2025	170.00	170.00	Open	N
	25-MS4001 REGULATORY ENFORCEMENT - K.pziemer						04/09/2025
238-0000-13200	DUE FROM OTHER GOVTS			85.00			
238-3160-43330	PROFESSIONAL DEVELOPMENT			85.00			
	Total for vendor 1342 - UNIVERSITY OF MINNESOTA:			170.00	170.00		
Vendor 3697 - USPS:							
3/12/25 - 2							
87447	USPS	03/12/2025	04/09/2025	33.75	33.75	Open	N
	POSTAGE - TRANSIT TICKET ORDER	pziemer					04/09/2025
203-9000-43322	POSTAGE			33.75			
	Total for vendor 3697 - USPS:			33.75	33.75		
Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:							
3/18/25							
87450	ZOOM VIDEO COMMUNICATIONS	03/18/2025	04/09/2025	31.98	31.98	Open	N
	ZOOM 3/18/25-4/17/25	pziemer					04/09/2025
101-1800-43309	COMPUTER SUPPORT			31.98			
	Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:			31.98	31.98		
Total PCard: 2257 U.S. BANK Card Holder: CITY HALL				3,556.24	3,556.24		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: FIRE								
Vendor 3698 - AMAZON:								
2/24/25								
87432	AMAZON		03/01/2025	04/09/2025	184.44	184.44	Open	N
	MILWAUKEE BATTERY PACK		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			184.44			
2/24/25 - 2								
87434	AMAZON		03/01/2025	04/09/2025	16.94	16.94	Open	N
	MEMORY CARD READER		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			16.94			
2/24/25 - 3								
87435	AMAZON		03/01/2025	04/09/2025	61.99	61.99	Open	N
	HOSE REEL CART		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			61.99			
3/20/25 - 2								
87441	AMAZON		03/20/2025	04/09/2025	37.37	37.37	Open	N
	NOZZLE, HOSE		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			37.37			
3/21/25 - 2								
87443	AMAZON		03/21/2025	04/09/2025	69.98	69.98	Open	N
	STATE FLAG		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			69.98			
		Total for vendor 3698 - AMAZON:			370.72	370.72		
Vendor 2911 - BUILDERS FIRST SOURCE:								
3/24/25								
87442	BUILDERS FIRST SOURCE		03/24/2025	04/09/2025	164.97	164.97	Open	N
	BOARD UP MATERIALS - BROOK ST		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			164.97			
		Total for vendor 2911 - BUILDERS FIRST SOURCE:			164.97	164.97		
Vendor 4174 - FIREHOSEDIRECT:								
3/20/25								
87440	FIREHOSEDIRECT		03/20/2025	04/09/2025	67.62	67.62	Open	N
	HYDRANT ADAPTOR		pziemer					04/09/2025
225-2220-42210		OPERATING SUPPLIES			67.62			
		Total for vendor 4174 - FIREHOSEDIRECT:			67.62	67.62		
Vendor 3719 - FLEET FARM:								
2/25/25								
87433	FLEET FARM		03/01/2025	04/09/2025	34.06	34.06	Open	N
	ANTIFREEZE, SHOE REPAIR, CHAIN OIL		pziemer					04/09/2025

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: FIRE							
225-2220-42210	OPERATING SUPPLIES			34.06			
	Total for vendor 3719 - FLEET FARM:			34.06	34.06		
Vendor MISC - SHEEPDOG:							
3/17/25							
87444	SHEEPDOG	03/17/2025	04/09/2025	377.97	377.97	Open	N
	BLUETOOTH ADAPTOR/CABLE	pziemer					04/09/2025
225-2220-42210	OPERATING SUPPLIES			377.97			
	Total for vendor MISC - SHEEPDOG:			377.97	377.97		
Vendor 3985 - THE INN ON LAKE SUPERIOR:							
3/14/25							
87436	THE INN ON LAKE SUPERIOR	03/14/2025	04/09/2025	443.78	443.78	Open	N
	HOTEL - OFFICER TRNG P. ROSIER	pziemer					04/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			443.78			
3/14/25 - 2							
87437	THE INN ON LAKE SUPERIOR	03/14/2025	04/09/2025	629.04	629.04	Open	N
	HOTEL - OFFICER TRNG D. READ	pziemer					04/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			629.04			
3/14/25 - 3							
87438	THE INN ON LAKE SUPERIOR	03/14/2025	04/09/2025	443.78	443.78	Open	N
	HOTEL - OFFICER TRNG N. HAGLIN	pziemer					04/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			443.78			
3/14/25 - 4							
87445	THE INN ON LAKE SUPERIOR	03/14/2025	04/09/2025	443.78	443.78	Open	N
	HOTEL - OFFICER TRNG J.NORWOOD	pziemer					04/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			443.78			
	Total for vendor 3985 - THE INN ON LAKE SUPERIOR:			1,960.38	1,960.38		
Vendor 1781 - VALVOLINE INSTANT OIL CHANGE:							
3/18/25							
87439	VALVOLINE INSTANT OIL CHANGE	03/18/2025	04/09/2025	116.96	116.96	Open	N
	2024 CHEVY OIL CHANGE	pziemer					04/09/2025
225-2220-42220	REPAIR & MAINT			116.96			
	Total for vendor 1781 - VALVOLINE INSTANT OIL CHANGE:			116.96	116.96		
Total PCard: 2257 U.S. BANK Card Holder: FIRE				3,092.68	3,092.68		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: LIBRARY							
Vendor 3698 - AMAZON:							
2/26/25 - 2							
87426	AMAZON	03/01/2025	04/09/2025	63.32	63.32	Open	N
	LABELS, TOY, OFFICE SUPPLIES	pziemer					04/09/2025
211-5501-43430	MISC - SPECIFIED DONATION USE			63.32			
3/12/25							
87429	AMAZON	03/12/2025	04/09/2025	279.28	279.28	Open	N
	SIGN HOLDERS	pziemer					04/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			279.28			
3/21/25							
87431	AMAZON	03/21/2025	04/09/2025	74.25	74.25	Open	N
	BOOK REPAIR SUPPLIES, GAME	pziemer					04/09/2025
211-5501-43430	MISC - SPECIFIED DONATION USE			74.25			
	Total for vendor 3698 - AMAZON:			416.85	416.85		
Vendor 3711 - COSTCO:							
3/11/25							
87421	COSTCO	03/11/2025	04/09/2025	399.96	399.96	Open	N
	STAFF DESK CHAIRS	pziemer					04/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			399.96			
	Total for vendor 3711 - COSTCO:			399.96	399.96		
Vendor 0160 - DEMCO INC:							
3/10/25							
87423	DEMCO INC	03/10/2025	04/09/2025	165.75	165.75	Open	N
	SHELF DIVIDERS	pziemer					04/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			165.75			
	Total for vendor 0160 - DEMCO INC:			165.75	165.75		
Vendor MISC - MAILCHIMP:							
3/4/25							
87419	MAILCHIMP	03/04/2025	04/09/2025	45.00	45.00	Open	N
	EMAIL SUBSCRIPTION SERVICE	pziemer					04/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			45.00			
	Total for vendor MISC - MAILCHIMP:			45.00	45.00		
Vendor 2392 - MENARDS:							
3/11/25							
87422	MENARDS	03/11/2025	04/09/2025	24.76	24.76	Open	N
	CLAMPS, SCREWS, TAPE, GLUE, SOAP	pziemer					04/09/2025
211-5501-43430	MISC - SPECIFIED DONATION USE			24.76			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: LIBRARY							
	Total for vendor 2392 - MENARDS:			24.76	24.76		
Vendor 0039 - VESTIS:							
2/26/25							
87424	VESTIS	03/01/2025	04/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					04/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
2/27/25							
87425	VESTIS	03/01/2025	04/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					04/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
3/6/25							
87427	VESTIS	03/06/2025	04/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					04/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
3/13/25							
87428	VESTIS	03/13/2025	04/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					04/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
3/20/25							
87430	VESTIS	03/20/2025	04/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					04/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
	Total for vendor 0039 - VESTIS:			164.75	164.75		
Vendor 0006 - WALMART COMMUNITY/GECRB:							
3/7/25							
87420	WALMART COMMUNITY/GECRB	03/07/2025	04/09/2025	120.32	120.32	Open	N
	SURGE PROTECTORS, CABLES, FILE BOX	pziemer					04/09/2025
211-5501-43430	MISC - SPECIFIED DONATION USE			120.32			
	Total for vendor 0006 - WALMART COMMUNITY/GECRB:			120.32	120.32		
Total PCard: 2257 U.S. BANK Card Holder: LIBRARY				1,337.39	1,337.39		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: PARKS							
Vendor 2989 - HOME DEPOT:							
2/25/25							
87499	HOME DEPOT	03/01/2025	04/09/2025	288.47	288.47	Open	N
	JCP - LIGHTS REPAIR	pziemer					04/09/2025
230-5200-42220	REPAIR & MAINT			288.47			
3/6/25 - 2							
87500	HOME DEPOT	03/06/2025	04/09/2025	34.97	34.97	Open	N
	JCP - LIGHTBULBS	pziemer					04/09/2025
230-5200-42220	REPAIR & MAINT			34.97			
	Total for vendor 2989 - HOME DEPOT:			323.44	323.44		
Vendor 3492 - MN DEPT OF HEALTH:							
3/21/25							
87501	MN DEPT OF HEALTH	03/21/2025	04/09/2025	35.75	35.75	Open	N
	CERTIFIED FOOD PROTECTION MANAGER - I	pziemer					04/09/2025
230-5200-43330	PROFESSIONAL DEVELOPMENT			35.75			
	Total for vendor 3492 - MN DEPT OF HEALTH:			35.75	35.75		
Vendor 2011 - MRPA:							
3/3/25							
87496	MRPA	03/03/2025	04/09/2025	310.00	310.00	Open	N
	2025 MRPA MEMBERSHIP K.HUETHER	pziemer					04/09/2025
230-5200-43433	DUES & SUBSCRIPTIONS			310.00			
3/3/25 - 2							
87497	MRPA	03/03/2025	04/09/2025	310.00	310.00	Open	N
	2025 MRPA MEMBERSHIP M.HABIGHORST	pziemer					04/09/2025
230-5200-43433	DUES & SUBSCRIPTIONS			310.00			
3/3/25 - 3							
87498	MRPA	03/03/2025	04/09/2025	310.00	310.00	Open	N
	2025 MRPA MEMBERSHIP T.HARRIS	pziemer					04/09/2025
230-5200-43433	DUES & SUBSCRIPTIONS			310.00			
	Total for vendor 2011 - MRPA:			930.00	930.00		
Vendor 0932 - ORIENTAL TRADING CO., INC:							
3/3/25							
87502	ORIENTAL TRADING CO., INC	03/03/2025	04/09/2025	724.83	724.83	Open	N
	2025 EASTER EGG HUNT SUPPLIES	pziemer					04/09/2025
230-5211-42210	OPERATING SUPPLIES			724.83			
	Total for vendor 0932 - ORIENTAL TRADING CO., INC:			724.83	724.83		
Vendor MISC - STATEFOODSAFETY:							

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: PARKS							
3/12/25							
87507	STATEFOODSAFETY TESTING - FOOD SAFETY	03/12/2025 pziemer	04/09/2025	12.00	12.00	Open	N 04/09/2025
230-5200-43330	PROFESSIONAL DEVELOPMENT			12.00			
	Total for vendor MISC - STATEFOODSAFETY:			12.00	12.00		
Total PCard: 2257 U.S. BANK Card Holder: PARKS				2,026.02	2,026.02		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: POLICE								
Vendor 3698 - AMAZON:								
2/26/25								
87388	AMAZON		03/01/2025	04/09/2025	42.34	42.34	Open	N
	TRANSCRIPTION HEADSETS X2, LAMINATOR		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			42.34			
3/5/25								
87392	AMAZON		03/05/2025	04/09/2025	62.97	62.97	Open	N
	UNIFORM MIC CLIPS X3		pziemer					04/09/2025
225-2120-41113		UNIFORM ALLOWANCE			62.97			
3/7/25								
87397	AMAZON		03/07/2025	04/09/2025	76.00	76.00	Open	N
	KEY SAFE		pziemer					04/09/2025
225-2120-42240		SMALL TOOLS			76.00			
3/10/25								
87399	AMAZON		03/10/2025	04/09/2025	30.48	30.48	Open	N
	STOP THE BLEED TRAINING SUPPLIES		pziemer					04/09/2025
225-2120-43330		PROFESSIONAL DEVELOPMENT			30.48			
3/11/25								
87401	AMAZON		03/11/2025	04/09/2025	38.92	38.92	Open	N
	TISSUES/ORGANIZER		pziemer					04/09/2025
225-2120-42220		REPAIR & MAINT			13.28			
225-2120-42200		OFFICE SUPPLIES			25.64			
3/11/25 - 2								
87402	AMAZON		03/11/2025	04/09/2025	124.37	124.37	Open	N
	FLASH DRIVES		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			124.37			
3/14/25								
87406	AMAZON		03/14/2025	04/09/2025	22.91	22.91	Open	N
	DVDS		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			22.91			
3/14/25 - 2								
87407	AMAZON		03/14/2025	04/09/2025	26.20	26.20	Open	N
	AIR DUSTER		pziemer					04/09/2025
225-2120-42220		REPAIR & MAINT			26.20			
3/14/25 - 3								
87408	AMAZON		03/14/2025	04/09/2025	35.89	35.89	Open	N
	POST IT FLAGS, LABELS, SHEET PROTECT(		pziemer					04/09/2025
225-2120-42200		OFFICE SUPPLIES			35.89			
3/17/25								
87410	AMAZON		03/17/2025	04/09/2025	36.98	36.98	Open	N
	FLASH DRIVES, 714 PHONE CASE		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			36.98			

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
3/19/25							
87412	AMAZON	03/19/2025	04/09/2025	133.37	133.37	Open	N
	BATTERIES, DESK ORGANIZER	pziemer					04/09/2025
225-2120-42210	OPERATING SUPPLIES			119.97			
225-2120-42200	OFFICE SUPPLIES			13.40			
3/20/25							
87414	AMAZON	03/20/2025	04/09/2025	101.70	101.70	Open	N
	BATTERIES	pziemer					04/09/2025
225-2120-42210	OPERATING SUPPLIES			101.70			
	Total for vendor 3698 - AMAZON:			732.13	732.13		
Vendor 3420 - BCA :							
2/26/25							
87389	BCA	03/01/2025	04/09/2025	25.00	25.00	Open	N
	BCA TAC WORKSHOP -M.HALVERSON	pziemer					04/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			25.00			
	Total for vendor 3420 - BCA :			25.00	25.00		
Vendor 3719 - FLEET FARM:							
3/12/25							
87403	FLEET FARM	03/12/2025	04/09/2025	17.94	17.94	Open	N
	SQUAD WINDSHIELD WASH	pziemer					04/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			17.94			
	Total for vendor 3719 - FLEET FARM:			17.94	17.94		
Vendor 0664 - MN POST BOARD:							
3/3/25							
87391	MN POST BOARD	03/03/2025	04/09/2025	90.00	90.00	Open	N
	707 - PEACE OFFICER LICENSE RENEWAL	pziemer					04/09/2025
225-2120-43433	DUES & SUBSCRIPTIONS			90.00			
	Total for vendor 0664 - MN POST BOARD:			90.00	90.00		
Vendor MISC - NATIONAL IMPRINT:							
3/7/25							
87398	NATIONAL IMPRINT	03/07/2025	04/09/2025	399.00	399.00	Open	N
	KIDS PD SUNGLASSES	pziemer					04/09/2025
225-2120-43305	CRIME PREVENTION PROGRAM			399.00			
	Total for vendor MISC - NATIONAL IMPRINT:			399.00	399.00		
Vendor 4306 - TACTACAM REVEAL:							

Inv Num / Inv Ref#	Vendor / Description	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
3/3/25							
87393	TACTACAM REVEAL REACTIVE CAMERA 1 SUBSCRIPTION	03/03/2025 pziemer	04/09/2025	13.00	13.00	Open	N 04/09/2025
225-2120-43433	DUES & SUBSCRIPTIONS			13.00			
3/21/25							
87415	TACTACAM REVEAL REACTIVE CAMERA 2 SUBSCRIPTION	03/21/2025 pziemer	04/09/2025	5.02	5.02	Open	N 04/09/2025
225-2120-43433	DUES & SUBSCRIPTIONS			5.02			
	Total for vendor 4306 - TACTACAM REVEAL:			18.02	18.02		
Vendor 3703 - TRANSUNION RISK:							
3/5/25							
87394	TRANSUNION RISK INVESTIGATIONS/PARKING TCKT COLLECTI(	03/05/2025 pziemer	04/09/2025	75.00	75.00	Open	N 04/09/2025
225-2120-42210	OPERATING SUPPLIES			75.00			
	Total for vendor 3703 - TRANSUNION RISK:			75.00	75.00		
Vendor 3697 - USPS:							
2/25/25							
87387	USPS POSTAGE	03/01/2025 pziemer	04/09/2025	11.10	11.10	Open	N 04/09/2025
225-2120-43322	POSTAGE			11.10			
2/27/25							
87390	USPS POSTAGE	03/01/2025 pziemer	04/09/2025	5.35	5.35	Open	N 04/09/2025
225-2120-43322	POSTAGE			5.35			
3/5/25							
87395	USPS POSTAGE	03/05/2025 pziemer	04/09/2025	4.01	4.01	Open	N 04/09/2025
225-2120-43322	POSTAGE			4.01			
3/6/25							
87396	USPS POSTAGE	03/06/2025 pziemer	04/09/2025	12.35	12.35	Open	N 04/09/2025
225-2120-43322	POSTAGE			12.35			
3/10/25							
87400	USPS POSTAGE	03/10/2025 pziemer	04/09/2025	2.31	2.31	Open	N 04/09/2025
225-2120-43322	POSTAGE			2.31			
3/12/25							
87404	USPS POSTAGE	03/12/2025 pziemer	04/09/2025	1.77	1.77	Open	N 04/09/2025
225-2120-43322	POSTAGE			1.77			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: POLICE								
3/14/25								
87409	USPS		03/14/2025	04/09/2025	11.10	11.10	Open	N
	POSTAGE		pziemer					04/09/2025
225-2120-43322		POSTAGE			11.10			
3/19/25								
87413	USPS		03/19/2025	04/09/2025	1.50	1.50	Open	N
	POSTAGE		pziemer					04/09/2025
225-2120-43322		POSTAGE			1.50			
3/20/25								
87416	USPS		03/20/2025	04/09/2025	1.77	1.77	Open	N
	POSTAGE		pziemer					04/09/2025
225-2120-43322		POSTAGE			1.77			
3/21/25								
87417	USPS		03/21/2025	04/09/2025	10.05	10.05	Open	N
	POSTAGE		pziemer					04/09/2025
225-2120-43322		POSTAGE			10.05			
3/24/25								
87418	USPS		03/24/2025	04/09/2025	1.77	1.77	Open	N
	POSTAGE		pziemer					04/09/2025
225-2120-43322		POSTAGE			1.77			
			Total for vendor 3697 - USPS:		63.08	63.08		
Vendor 0006 - WALMART COMMUNITY/GECRB:								
3/13/25								
87405	WALMART COMMUNITY/GECRB		03/13/2025	04/09/2025	9.23	9.23	Open	N
	STOP THE BLEED TRAINING SUPPLIES		pziemer					04/09/2025
225-2120-43330		PROFESSIONAL DEVELOPMENT			9.23			
3/17/25								
87411	WALMART COMMUNITY/GECRB		03/17/2025	04/09/2025	21.98	21.98	Open	N
	PAD LOCK		pziemer					04/09/2025
225-2120-42210		OPERATING SUPPLIES			21.98			
			Total for vendor 0006 - WALMART COMMUNITY/GECRB:		31.21	31.21		
Total PCard: 2257 U.S. BANK Card Holder: POLICE					1,451.38	1,451.38		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
PCard: 2257 U.S. BANK Card Holder: STREETS							
Vendor MISC - CITY OF ST. CLOUD:							
3/5/25							
87446	CITY OF ST. CLOUD	03/05/2025	04/09/2025	24.50	24.50	Open	N
	PARKING FOR STRTS CONFERENCE	pziemer					04/09/2025
235-3100-43330	PROFESSIONAL DEVELOPMENT			24.50			
	Total for vendor MISC - CITY OF ST. CLOUD:			24.50	24.50		
Total PCard: 2257 U.S. BANK Card Holder: STREETS				24.50	24.50		

# of Invoices:	247	# Due: 247	Totals:	389,956.42	389,956.42
# of Credit Memos:	2	# Due: 2	Totals:	(162.30)	(162.30)
Net of Invoices and Credit Memos:				389,794.12	389,794.12

* 2 Net Invoices have Credits Totalling: (6,736.73)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	16,554.00
101-0000-15510	PREPAID OTHER	1,404.61
101-0000-20850	DUE TO COMPONENT UNIT	80.08
101-0000-21800	SURCHARGE PAYABLE TO STATE	409.20
101-1400-43300	PROFESSIONAL SERVICES	5,535.00
101-1400-43321	TELEPHONE	149.79
101-1400-43330	PROFESSIONAL DEVELOPMENT	(142.25)
101-1400-43433	DUES & SUBSCRIPTIONS	268.00
101-1610-43301	CITY ATTORNEY	14,517.43
101-1700-43309	COMPUTER TECHNICAL SUPPORT	1,816.02
101-1700-43321	TELEPHONE	276.18
101-1700-43433	DUES & SUBSCRIPTIONS	798.00
101-1800-42220	REPAIR & MAINT	384.99
101-1800-43309	COMPUTER SUPPORT	11,235.46
101-1800-43321	TELEPHONE	577.89
101-1940-42200	OFFICE SUPPLIES	835.12
101-1940-42220	REPAIR & MAINT	60.95
101-1940-43300	PROFESSIONAL SERVICES	2,877.00
101-1940-43380	UTILITIES	163.05
101-1940-43381	BPU UTILITIES	2,236.80
101-1940-43410	RENTAL EXPENSE	97.28
101-1940-43430	MISCELLANEOUS	25.00
101-2400-43321	TELEPHONE	149.79
101-2400-43405	NUISANCES	2,645.21
101-2400-43433	DUES & SUBSCRIPTIONS	10.00
101-9200-43340	LODGING TAX REMIT/PR	3,002.70
101-9200-43381	BPU UTILITIES	149.62
101-9200-43438	MISC SPECIAL PROJECTS	500.00
202-6323-45520	CAPITAL - SINGLE FAM RENTAL	92.00
203-9000-43300	PROFESSIONAL SERVICES	126.00
203-9000-43321	TELEPHONE	49.93
203-9000-43322	POSTAGE	33.75
203-9000-43330	PROFESSIONAL DEVELOPMENT	85.40

Inv Num / Inv Ref# / GL Distribution	Vendor / Description	GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
203-9000-43340			ADVERTISING/MARKETING		185.23			
203-9000-43401			VEHICLE REPAIRS		14,306.30			
203-9000-43440			TRANSIT SERVICE CONTRACT PY		73,865.08			
211-0000-20800			DUE TO OTHER GOVT UNITS		232.00			
211-5500-42220			REPAIR & MAINT		232.55			
211-5500-43380			UTILITIES		102.83			
211-5500-43381			BPU UTILITIES		1,437.74			
211-5500-43430			MISCELLANEOUS		25.00			
211-5501-43430			MISC - SPECIFIED DONATION USE		282.65			
211-5503-43430			MISC - USE OF HOLDEN TRUST		889.99			
211-5505-43430			MISC - COPY MACHINE PYMTS		97.70			
225-2120-41113			UNIFORM ALLOWANCE		321.97			
225-2120-42200			OFFICE SUPPLIES		246.99			
225-2120-42210			OPERATING SUPPLIES		1,084.22			
225-2120-42220			REPAIR & MAINT		44.87			
225-2120-42221			SQUAD CAR REPAIR SUPPLIES		1,860.98			
225-2120-42240			SMALL TOOLS		76.00			
225-2120-43300			PROFESSIONAL SERVICES		3,127.26			
225-2120-43305			CRIME PREVENTION PROGRAM		399.00			
225-2120-43309			COMPUTER TECHNICAL SUPPORT		726.37			
225-2120-43321			TELEPHONE		1,341.04			
225-2120-43322			POSTAGE		63.08			
225-2120-43330			PROFESSIONAL DEVELOPMENT		71.31			
225-2120-43380			UTILITIES		204.21			
225-2120-43381			BPU UTILITIES		5,120.86			
225-2120-43430			MISCELLANEOUS		25.00			
225-2120-43433			DUES & SUBSCRIPTIONS		108.02			
225-2121-41113			UNIFORM ALLOWANCE		27.98			
225-2127-43310			MISDEMEANOR PROSECUTOR		19,430.95			
225-2220-42210			OPERATING SUPPLIES		1,015.34			
225-2220-42220			REPAIR & MAINT		1,383.96			
225-2220-42250			PERSONAL PROTECTIVE GEAR		1,005.25			
225-2220-43300			PROFESSIONAL SERVICES		461.00			
225-2220-43321			TELEPHONE		344.07			
225-2220-43330			PROFESSIONAL DEVELOPMENT		4,635.38			
225-2220-43331			LEASED PAYMENTS		80.69			
225-2220-43380			UTILITIES		128.70			
225-2220-43381			BPU UTILITIES		3,116.97			
225-2220-43430			MISCELLANEOUS		50.00			
225-2700-43300			PROFESSIONAL SERVICES		3,263.00			
227-3230-43428			USED OIL RECYCLING EXPENSE		136.05			
230-0000-15510			PREPAID OTHER		2,315.25			
230-5200-42220			REPAIR & MAINT		2,027.17			
230-5200-42221			R&M- MILLS FIELD		772.01			
230-5200-42240			SMALL TOOLS		152.99			
230-5200-43300			PROFESSIONAL SERVICES		191.00			
230-5200-43309			COMPUTER TECHNICAL SUPPORT		4,630.50			
230-5200-43321			TELEPHONE		167.62			
230-5200-43330			PROFESSIONAL DEVELOPMENT		4,047.75			
230-5200-43380			UTILITIES		585.00			
230-5200-43381			BPU UTILITIES		4,971.71			
230-5200-43430			MISCELLANEOUS		50.00			
230-5200-43433			DUES & SUBSCRIPTIONS		930.00			
230-5204-42210			OPERATING SUPPLIES		20.00			
230-5209-42220			REPAIR & MAINT		59.99			
230-5211-42210			OPERATING SUPPLIES		724.83			
230-5215-42210			OPERATING SUPPLIES		7,715.00			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
230-5280-42210		OPERATING SUPPLIES		44.85			
230-5280-42220		REPAIR & MAINT		170.73			
230-5280-43380		UTILITIES		75.04			
235-3100-42209		SAFETY EQUIPMENT SUPPLIES		242.98			
235-3100-42220		REPAIR & MAINT		4,111.68			
235-3100-42240		SMALL TOOLS		444.14			
235-3100-43300		PROFESSIONAL SERVICES		333.50			
235-3100-43321		TELEPHONE		88.16			
235-3100-43330		PROFESSIONAL DEVELOPMENT		24.50			
235-3100-43380		UTILITIES		64.35			
235-3100-43381		BPU UTILITIES		23,572.41			
235-3100-43410		RENTAL EXPENSE		102.72			
235-3100-43430		MISCELLANEOUS		274.01			
235-3125-42220		REPAIR & MAINT		1,217.80			
235-3170-42210		OPERATING SUPPLIES		110.74			
236-3180-43381		BPU UTILITIES		37.50			
237-3190-42220		REPAIR & MAINT		220.30			
237-3190-43300		PROFESSIONAL SERVICES (18A 14%)		143.00			
237-3190-43321		TELEPHONE		121.34			
238-0000-13200		DUE FROM OTHER GOVTS		126.55			
238-3160-42210		OPERATING SUPPLIES		54.10			
238-3160-43300		PROFESSIONAL SERVICES		9.50			
238-3160-43321		TELEPHONE		41.56			
238-3160-43330		PROFESSIONAL DEVELOPMENT		85.00			
238-3160-43430		MISCELLANEOUS		400.00			
260-9020-43300		PROFESSIONAL SERVICES		2,437.50			
260-9020-43304		LEGAL PROFESSIONAL SERVICES		3,069.00			
260-9020-43309		COMPUTER SUPPORT		115.14			
275-6550-43430		MISCELLANEOUS		44.00			
295-0000-20600		DEPOSITS PAYABLE		660.00			
295-6510-43300		PROFESSIONAL SERVICES		12,092.34			
302-7700-46620		PAYING AGENT FEES (18A STREETS - 19%)		142.50			
400-0000-39101		SALE OF ASSETS		(2,250.00)			
400-1800-45500-00001		IT/GIS CAPITAL OUTLAY		7,850.22			
400-2120-45500		POLICE CAPITAL OUTLAY		6,514.62			
400-9050-45500		FACILITIES CAPITAL OUTLAY		10,967.50			
400-9050-45530		CAPITAL - OTHER		34,330.00			
401-1003-43300		PROFESSIONAL SERVICES		211.77			
401-1003-43380		UTILITIES		54.31			
401-1003-43430		MISCELLANEOUS		2,901.63			
401-1712-43300		PROFESSIONAL SERVICES		150.00			
401-9030-43300-23:13		PROFESSIONAL SERVICES		8,315.13			
401-9030-43300-23:14		PROFESSIONAL SERVICES		27,692.80			
401-9030-43300-24:07		PROFESSIONAL SERVICES		3,765.25			
401-9030-43300-25:04		PROFESSIONAL SERVICES		150.00			
401-9030-43350-24:07		LEGAL PUBLICATIONS		408.22			
401-9030-43350-25:01		LEGAL PUBLICATIONS		133.32			

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			66,616.92	66,616.92		
	202 - SCDP GRANTS			92.00	92.00		
	203 - TRANSIT FUND			88,651.69	88,651.69		
	211 - LIBRARY FUND			3,300.46	3,300.46		
	225 - PUBLIC SAFETY FUND			49,764.47	49,764.47		
	227 - RECYCLING FUND			136.05	136.05		
	230 - PARK & RECREATION FUND			29,651.44	29,651.44		
	235 - STREET & SEWER FUND			30,586.99	30,586.99		
	236 - PARKING LOT FUND			37.50	37.50		
	237 - SANITARY SEWER FUND			484.64	484.64		
	238 - STORM SEWER FUND			716.71	716.71		
	260 - AIRPORT FUND			5,621.64	5,621.64		
	275 - LOCAL INCOME - SCDP			44.00	44.00		
	295 - EDA FUND			12,752.34	12,752.34		
	302 - SINKING 302 18A GO			142.50	142.50		
	400 - CAPITAL PROJECTS FUND			57,412.34	57,412.34		
	401 - CONSTRUCTION FUND			43,782.43	43,782.43		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			19,531.69	19,531.69		
	1003 - 10:03 DWNTWN MAIN CNTRACT			3,167.71	3,167.71		
	1400 - ADMINISTRATION			5,810.54	5,810.54		
	1610 - LEGAL-CIVIL ATTORNEY			14,517.43	14,517.43		
	1700 - ENGINEERING			2,890.20	2,890.20		
	1712 - 17:12 Wright St Resurfaci			150.00	150.00		
	1800 - IT/GIS			20,048.56	20,048.56		
	1940 - CITY HALL			6,295.20	6,295.20		
	2120 - POLICE DEPARTMENT			21,335.80	21,335.80		
	2121 - COMMUNITY SERVICE			27.98	27.98		
	2127 - MISDEMEANOR PROSECUTOR			19,430.95	19,430.95		
	2220 - FIRE DEPARTMENT			12,221.36	12,221.36		
	2400 - COMMUNITY DEVL/INSPECTION			2,805.00	2,805.00		
	2700 - ANIMAL CONTROL			3,263.00	3,263.00		
	3100 - S & S MAINTENANCE			29,258.45	29,258.45		
	3125 - SNOW REMOVAL			1,217.80	1,217.80		
	3160 - STORM SEWER EXPENSE			590.16	590.16		
	3170 - TRAFFIC CONTROL			110.74	110.74		
	3180 - PARKING LOTS EXPENSE			37.50	37.50		
	3190 - SANITARY SEWER EXPENSE			484.64	484.64		
	3230 - RECYCLING EXPENSE			136.05	136.05		
	5200 - PARK MAIN/ADMINISTRATION			18,525.75	18,525.75		
	5204 - CONCESSIONS			20.00	20.00		

Inv Num / Inv Ref# / GL Distribution	Vendor / Description / GRANT	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
--- TOTALS BY DEPT/ACTIVITY ---							
	5209 - POND HOCKEY PROGRAM			59.99	59.99		
	5211 - SPECIAL EVENTS PROGRAM			724.83	724.83		
	5215 - ADULT SOFTBALL			7,715.00	7,715.00		
	5280 - CAMPGROUND			290.62	290.62		
	5500 - LIBRARY-BUDGETED			1,798.12	1,798.12		
	5501 - SPECIFIED DONATION USE			282.65	282.65		
	5503 - HOLDEN TRUST DONATION USE			889.99	889.99		
	5505 - TAXABLE FEES			97.70	97.70		
	6323 - SE BRAINERD SCDP GRANT			92.00	92.00		
	6510 - ECONOMIC DEVELOPMENT AUTH			12,092.34	12,092.34		
	6550 - LOCAL INCOME - SCDP			44.00	44.00		
	7700 - SINKING 302 GO 18A			142.50	142.50		
	9000 - TRANSIT FUND			88,651.69	88,651.69		
	9020 - AIRPORT M & O			5,621.64	5,621.64		
	9030 - CONSTRUCTION PROJ-MISC			40,464.72	40,464.72		
	9050 - CAPITAL PROJECTS-MISC			45,297.50	45,297.50		
	9200 - CITY-WIDE			3,652.32	3,652.32		

Brainerd, MN
March 17, 2025

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: Bevans, Czeczok, Johnson, Stunek, Yeager, Erickson, 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 CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE AGENDA WITH THE ADDITION OF DISCUSSION OF CITY ADMINISTRATOR E-MAIL REGARDING COUNCIL PRIORITIES TO NEW BUSINESS AND REMOVING THE CITY ADMINISTRATOR EVALUATION SUMMARY FROM THE CONSENT CALENDAR.

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 Temporary Liquor License Application Submitted by Lakes Area Habitat for Humanity for an Event to be held on April 3, 2025, at 602 S 5th Street**
E. **Approve Temporary On-Sale Liquor License Submitted by BPOE Lodge 615 (Brainerd Elks) for an Event to be held on May 7, 2025, at 215 S 9th Street**

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

Approve Summary of City Administrator Broyles 2024 Performance Evaluation held March 3, 2025

Member Czeczok stated that he cannot support a pay increase for Administrator Broyles. He also stated that at the closed session he was looking for support from the Council for redress. He had one question regarding Administrator Broyles' monthly Council priority status update and how it would be presented. He would be happy with an unfinished business list.

Member Johnson stated that the status update is to keep the Council up to speed with any number of projects that would be routinely presented to Council.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO RATIFY THE SUMMARY OF CITY ADMINISTRATOR BROYLES 2024 PERFORMANCE EVALUATION.

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

Public Forum

The Chair opened the public forum at 7:35 p.m.

No one came forward.

The Chair closed the public forum at 7:36 p.m.

Presentation

Camp Ripley Community Brief

Colonel Fink, Garrison Commander, Camp Ripley, gave his annual community update. Camp Ripley has many construction projects underway including the museum, that is expected to be completed in 2026. He gave an overview of the calendar for the training schedule at Camp Ripley.

Mayor Badeaux stated that he is very excited about visiting the museum once it is complete.

Council Committee Reports

Safety and Public Works Committee

Authorize the Police Department to Apply for the Lucas Project Grant

Committee Chair Erickson stated that the grant is to purchase an automatic chest compression system.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AUTHORIZE THE POLICE DEPARTMENT TO APPLY FOR THE LUCAS PROJECT GRANT.

Personnel and Finance Committee

Authorize Technology Department Renovations Using PEG Channel Funds

Committee Chair Johnson stated that withholding isn't the right word, the City has not been paying CLC for services that they have not provided, which total approximately #30,359. There is about $37,000 in improvements to be made.

Member Czeczok stated that the City is remiss in not using the funds in paying staff who have been doing the job for CLC.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE WITHHOLDING A PORTION OF THE CABLE FRANCHISE FEES FOR 2024 AND 2025 AND USING THOSE FUNDS TO OFFSET EXPENSES INCURRED TO INTEGRATE THE TECHNOLOGY DEPARTMENT.

Discuss Orderly Annexation of Riverside Drive

Committee Chair Johnson stated that amending the policy is getting ducks in a row before annexing properties.

Member Czeczok clarified whether the assessment is a policy or an ordinance.

Finance Director Hillman stated that this is a policy change. Any changes made to the Rural Service district would be made through an ordinance. This will not change properties currently in the rural service district.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AMEND THE 1997 POLICY TO ELIMINATE THE RURAL SERVICE DISTRICT IN THE FUTURE; AND TO SET CONNECTION FEES.

Ratify the Hiring of Courtney DeChaine for a Police Records Management Technician Position

Committee Chair Johnson stated that there were 41 applicants for the position.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE HIRING OF COURTNEY DECHAINE FOR THE POLICE RECORDS MANAGEMENT TECHNICIAN POSITION EFFECTIVE MARCH 5, 2025; FURTHER, THAT SHE BE PLACED ON STEP 1 OF THE POLICE RECORDS MANAGEMENT TECHNICIAN WAGE GRID ($25.32 PER HOUR).

Ratify the Reclassification of Aaron Andersen to Technology Coordinator

Committee Chair Johnson stated that the position is being offered at step 7 as he is currently on step 7 and this would be the placement in accordance with our historical step placement practice.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO RECLASSIFY AARON ANDERSEN TO THE TECHNOLOGY COORDINATOR POSITION EFFECTIVE MARCH 18, 2025; FURTHER, THAT HE BE PLACED ON STEP 7 OF THE TECHNOLOGY COORDINATOR WAGE GRID ($60.46 PER HOUR).

Ratify the 2024-2026 Contract Terms and Wage Resolution with IBEW Local No. 31 (Public Utilities) Union

Committee Chair Johnson stated that this is the result of the arbitration. The result was favorable to the City.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE TENTATIVE AGREEMENT SUMMARY AND ARBITRATOR KELLY'S DECISION REGARDING THE 2024-2026 IBEW LOCAL NO. 31 UNION CONTRACT REPRESENTING THE PUBLIC UTILITIES EMPLOYEES.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION SETTING THE 2024 - 2026 WAGES FOR THE IBEW LOCAL NO. 31 UNION (PUBLIC UTILITIES) EMPLOYEES.

RESOLUTION 22:25

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

Consider Crow Wing County Historical Society Donation Request

Committee Chair Johnson stated the City is allowed to make a donation to the historical society. The City could legally contribute up to $297,000.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE A $500 DONATION TO THE CROW WING COUNTY HISTORICAL SOCIETY TO BE PAID OUT OF THE SPECIAL PROJECTS BUDGETED LINE ITEM.

Unfinished Business

Council President- Committee Recommendation

Chair O'Day recommended Grace Czeczok to the Water Tower Committee.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPOINT GRACE CZECZOK TO THE WATER TOWER COMMITTEE.

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

Member Czeczok clarified that there are 3 terms available on the Transportation Advisory Committee.

Conduct Public Hearing and Adopt Resolution Regarding the Conduit Debt for Country Manor Project

Finance Director Hillman stated that the City was requested to issue conduit debt by Country Manor. The City has no obligation to pay the debt, there is no impact on the City's credit rating, and the conduit debt does not go towards the City's debt limit. It does, however, count toward the City's annual $10 million limit to issue bank-qualified (BQ) bonds. Which could result in the City having to pay a higher interest rate when it issues debt in 2025 for its construction projects. To make the City whole, as part of the other documents that will be approved by the adoption of the resolution, there is a BQ Fee agreement between the City and the Borrower, in which the Borrower will agree to pay the City the present value of the difference in interest rates for the life of the bond.

Sofia Lykke, Kutak Rock, gave an overview of the process.

Member Czeczok asked about the fees that Kutak Rock charges for bond counsel fees.

Ms. Lykke stated that the borrower pays the bond counsel fees.

Chair O'Day opened the public hearing at 8:08 p.m.

No one came forward.

Chair O'Day closed the public hearing at 8:09 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO ADOPT RESOLUTION APPROVING THE PLAN OF FINANCING FOR A SENIOR LIVING

CAMPUS IN THE CITY TO BE FINANCED WITH CONDUIT REVENUE BONDS AND AUTHORIZING THE ISSUANCE OF SUCH BONDS FOR THE BENEFIT OF COUNTRY MANOR CAMPUS BRAINERD LLC; APPROVING A HOUSING PROGRAM; AUTHORIZING THE EXECUTION OF DOCUMENTS; AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH.

RESOLUTION 23:25

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

New Business

Authorize HRA, on behalf of the City, to submit Small Cities Development Program (SCDP) Grant Application to Department of Employment and Economic Development (DEED)

John Schommer, HRA Rehab Coordinator, gave an overview of the application process for the Small Cities Development Program grant.

Member Czeczok asked about the documents provided. He asked about the other items that were included in the streetscape application.

Mr. Schommer stated that the preliminary request was included to show the plan. The final application is not complete but the Council needed to complete certain items before the final document can be prepared. He also stated that the form is generic and the other components were included because it is a part of the larger grant application.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT APPLICATION TO THE SMALL CITIES DEVELOPMENT PROGRAM.

RESOLUTION 24:25

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CALL FOR A PUBLIC HEARING TO BE HELD AT THE APRIL 7, 2025, COUNCIL MEETING, AUTHORIZE APPROPRIATE SIGNATURE ON THE CITIZEN PARTICIPATION PLAN, AUTHORIZE APPROPRIATE SIGNATURES ON THE CONFLICT-OF-INTEREST DISCLOSURE FORM.

Authorize Development Opportunity Letters

Community Development Director Kramvik stated that staff is seeking permission to include a letter with the rental license applications that explains opportunities for potential improvements to underdeveloped rental properties.

Mayor Badeaux stated that Community Development Director Kramvik should not bury the lead (the opportunity) in a lot of words in the letter.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO AUTHORIZE STAFF TO SEND LETTER TO RENTAL PROPERTY OWNERS.

Adopt Resolution - Deny Zoning Change and Text Amendment Request for Paradigm Auto

Community Development Director Kramvik gave an overview of the resolution.

Member Johnson stated that he drove by the property the other day and there are still significantly more than seven U-Haul units on the property.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND STUNEK TO ADOPT RESOLUTION DENYING THE REZONING AND TEXT AMENDMENT REQUEST FOR A BUSINESS AT 310 W LAUREL STREET.

RESOLUTION 25:25

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

Adopt Resolution - Receive Feasibility Report and Call for Public Hearing on Improvement - Imp 23-14 - Hawkins-Joseph-Ronald Resurfacing Project

Public Works Director Habighorst gave an overview of the resolution.

Member Czeczok asked to clarify the project.

City Engineer Dehn stated that the project was initiated as just the alley. The study will include the streets to improve the water main.

Member Czeczok stated that at the Public Utilities Commission meeting staff stated that the property owners would be notified of the project in order to replace their water lines during the project.

Public Utilities Director Evans stated that staff are communicating with property owners. There is no grant funding available for 2025.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND ERICKSON TO ADOPT RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR THE PUBLIC HEARING ON THE PROPOSED IMPROVEMENT TO BE HELD ON APRIL 21ST, 2025 AT 7:30 P.M.

RESOLUTION 26:25

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

Discuss City Administrator E-mail Regarding Council Priority Summary from the Council Retreat (Added Item)

Member Czeczok stated that he would like to see the Council direct staff to bring these priorities back for discussion at the April 7th meeting.

Member Johnson stated that other initiatives and priorities not included in the email should be included in the list of priorities so that there is a comprehensive list. He would like the priority list to be more all-encompassing.

Mayor Badeaux stated that it is important to have actual priorities, not “needing more information”.

Member Czeczok stated that his concern at the retreat, Council was expected to come up with priorities on the spot. It is important to have the Council vote on their priorities.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO BRING THESE PRIORITIES AND OTHERS BACK FOR DISCUSSION AT THE APRIL 7TH MEETING.

Member Czeczok stated that the elevator repair should be voted on in a meeting.

Member Johnson stated that he will vote yes but stated that repairs for this amount are not required to be approved by the City Council. These expenditures come from the repairs and maintenance funds.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, FOR STAFF TO MOVE FORWARD WITH CONTRACTING WITH LARSON ELEVATOR FOR THE ANNEX ELEVATOR REPAIR.

Staff Reports

Public Works Director Habighorst stated that recreation programming for the spring and summer is in preparation. The City is working on agreements with the YMCA, Community Ed, and on its own programming.

Member Czeczok asked about a standard RFP with the engineering firms that was discussed at the last meeting.

City Engineer Dehn stated that staff is working to prepare more generic pieces in RFPs. However, every project varies greatly, and it is difficult to use a standard. Staff does continually refine their proposals.

Community Development Director Kramvik stated that the St. Patrick’s Day parade was a great time, he thanked Mayor Badeaux for the invite. He will be attending the Northside meeting to discuss vacant building registry and administrative citations.

Public Utilities Director Evans stated that the Wastewater Management Board meeting was held to review the draft site assessment for the wastewater treatment facility. There will be several presentations, applications, and requests in regard to that project.

Finance Director Hillman stated that staff has executed an agreement with Larson Elevator to fix the annex elevator, this will be paid for with the Capital Facilities fund. The Wastewater Management Board met. Administrator Broyles is asking for the City Council to consider a revising the grant policy for this project.

Mayor’s Report

Mayor Badeaux gave a huge shoutout to City staff for their help with the St. Patrick’s Day parade. The quick response by staff to prepare the route was very appreciated! The Business After Hours on June 24th will take place at Breen & Person and feature the Water Tower. He will be making a request at a future meeting to the City for this event.

Council Member Reports

Member Czeczok stated that he attended the Wastewater Management Board meeting and that there is a lot going on regarding this project.

Member Bevans stated that he represented the City at the County Board meeting for the Arboretum's request which was approved unanimously. The County will be purchasing seventy acres from the Arboretum to qualify the Arb as a regional park. He will be attending the Northside Neighborhood meeting, they will also be discussing the Highway 210 project.

Member Johnson thanked everyone who participated in the St. Patrick's Day parade. Hats off to the Downtown for successfully keeping the event going for 25 years.

Member Erickson thanked staff for being responsive to a variety of minor maintenance requests by residents. He is looking forward to the Planning Commission and Region 5 upcoming meetings.

Member O'Day stated that the Management Board meeting presentation was very interesting. The Wastewater Treatment Plant project is huge and expensive, the Federal Government adds these restrictions but does not offer federal grants to carry out the projects.

Adjourn

Adjourn to Closed Session Pursuant to MN Statute 13D.05 subd. 3(c) 3 to Discuss Negotiations for Temporary and Permanent Easements and Adjourn to Closed Session Pursuant to MN Statute 13D.05 subd. 3(c) 3 to Discuss Offers for Easements for TH 210 Reconstruction Project

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STUNEK, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.05 SUBD. 3(C) 3 TO DISCUSS NEGOTIATIONS FOR TEMPORARY AND PERMANENT EASEMENTS AND ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.05 SUBD. 3(C) 3 TO DISCUSS OFFERS FOR EASEMENTS FOR TH 210 RECONSTRUCTION PROJECT

The Chair adjourned the meeting to closed session at 8:45 p.m

The Council took a five-minute break.

The Chair reconvened the meeting at 9:01 p.m.

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

The Chair adjourned the meeting at 9:01 p.m.

Nicholas W. Broyles
City Administrator

Brainerd Fire Department Monthly Report

March 2025

This month was another busy one for the Brainerd Fire Department, with 56 incidents including several fires, vehicle crashes, wildland incidents, and smoke and carbon monoxide alarm calls. We are slightly ahead of 2024 for call volume.

Our crews participated in the CLC Career Exploration Day, where over 2,000 students had the opportunity to learn about various career paths, including fire service.

Brainerd Fire Department Monthly Report

March 2025

Training remains a top priority for the department. This month, firefighters focused on:

- Pump and Aerial Operations.
- Confined Space Entry Rescue.
- Wildland Structural Protection for wildland urban interface fires.
- EMS Training, including Narcan administration, splinting, and vital signs.
- Attendance at the MSFCA Fire Officer School in Duluth.

Additionally, Chief Holmes attended the quarterly All-Hazard Incident Management Team training, while Chief Cox participated in driver's training at the St. Cloud Driving School.

Both Chief Holmes and Chief Cox also attended several annual township meetings in our contracted service areas.

Brainerd Fire Department Monthly Report

March 2025

INSPECTIONS	
Fire Alarm	22
Fire Pump	2
Hood Suppression	21
Commercial Kitchen Exhaust	7
Special Suppression	1
5 Year Sprinkler	6
Sprinkler System	17

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	**Coverage Area Total Incidents** (Includes City of Brainerd)
Fire	10
Rescue & Emergency Medical Service	6
Hazardous Condition	8
Service Calls	4
Good Intent Call	12
Alarm Activation	16
TOTAL	56
Type of NFIRS Incident (National Fire Incident Reporting System)	**City of Brainerd Total Incidents**
Fire	2
Rescue & Emergency Medical Service	4
Hazardous Condition	4
Service Calls	2
Good Intent Call	5
Alarm Activation	7
TOTAL	24

EMERGENCY NOTIFICATIONS

EVERBRIDGE enables critical information to be sent to residents of Crow Wing County by phones, text, and email. Use the QR Code or sign up at:
https://member.everbridge.net/index/892807736729514#/signup

April 2, 2025

HR DIRECTOR REPORT

In this report:

- Union Updates
- IT & Finance Integration
- Wellness Committee
- Personnel

Union Updates

Mediation with the Teamsters Union (Police Sergeants and Lieutenant) took place on March 27, 2025. Union members are considering the City's last and best final offer.

On February 27th, we received Arbitrator Kelly's ruling on the IBEW Public Utilities interest arbitration case.

Staff has requested negotiation dates from the USW Union representing our Hydro employee.

IT & Finance Integration

On March 3, 2025, the City Council approved the MOA with the IBEW Admin Union for the Technology positions. Following that approval, we began the internal hiring process for the five positions. Council approved the reclassification of Aaron Andersen for our Technology Coordinator position and Lori Turkowski for our System Administrator position. Staff has externally posted the Network Administrator, GIS Specialist, and Technology Specialist positions. The postings closed on April 2, 2025, and Staff are now reviewing applications.

The Integration Work Group met on March 24th to discuss the Finance integration concept. Additional guidance is expected from the Council when they discuss 2025 priorities at their April 7, 2025 meeting.

Wellness Committee

During the month of February, 16 employees participated in the reThink Your Drink Challenge. The City of Brainerd placed 5th out of 14 medium-sized employers within Crow Wing County. Thank you to all that participated and congratulations on the 5th place finish!

Our annual Biometric Screening will be held on April 17, 2025, in the Fire Department Training Room. An email was distributed on April 2nd with a link to select a timeslot for your Biometric Screening. Reach out to the HR Department if you have any issues with the link. We would like to remind all Staff that this is a great opportunity to earn 50 Wellness points!

Personnel

New Hires/Promotions for City/BPU/HRA:
Courtney DeChaine - Police Records Tech. (3/5)
Lori Turkowski - System Administrator (3/5)
Aaron Andersen - Technology Coordinator (3/18)

Farewell to:
Travis Donnelly - Journeyman Lineworker (2/28)
Chris Evans - Public Utilities Director (4/4)

Current Job Opportunities:
GIS Specialist - Posting closes on April 2nd.

Network Administrator - Posting closes on April 2nd.

Technology Specialist - Posting closes on April 2nd.

Community Service Officer - Job Offer has been extended and applicant is going through hiring process.

Parks & Rec. Intern - Open until filled.

Parks Seasonal Maintenance - Open until filled.

Parks Weekend Custodial Worker - Open until filled.

Streets Seasonal Laborer - Open until filled.

Utilities Seasonal Laborer - Open until filled.

Utilities Wastewater/Water Intern - Open until filled.

Utilities Water Distribution Intern - Open until filled.

Concession Stand Worker - Open until filled.

Umpire - Adult Softball - Open until filled.

Weekend Ball Field Maintenance - Open until filled.

Deputy Airport Director - The Airport Director accepted applicants through March 7th.

Tenant Activities Coordinator for the Crosby HRA (Overseen by the Brainerd HRA) - Open until filled.

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

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

RECREATION REPORT

- Easter Egg Hunt at Gregory Park 4/19
- Easter Ball Hunt at Buster Dog Park 4/19
- Registration for softball leagues opened
- Early Bird Softball Tournament 4/26
- Hiring for summer staff: Tournament maintenance worker, intern, umpires, and concession staff

STREETS & SEWER MAINTENACE REPORT

- Plow/sand streets as needed
- Street sweeping
- Pothole patching
- Mapping of Sanitary and storm sewers
- Tree removal for 2025 construction projects
- Removal of hazardous trees (BPU assisted)
- Repair faulty water pump wiring in street sweeper
- Replace split hydraulic hoses/fittings

PARKS MAINTENACE REPORT

- Replaced winter banners with summer ones
- Remodeling jcp warming house and restrooms
- Repaired broken playground equipment
- Sorted skates
- Put out tennis nets ggp
- Put up basketball nets at mmp
- Assembled pickleball nets for mmp
- Prepping and installing history signs

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

- Preparing for upcoming events
- Setting out garbage cans
- Put up flag downtown
- Garbage pickup in parks and downtown

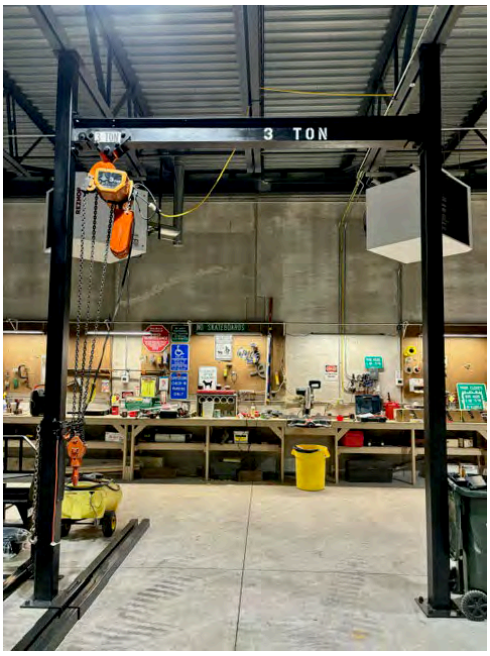
Historic Signs have been cleaned and will be reposted around the City of Brainerd

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

Sign boards for any events

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

Assembling new pickleball nets to be put out soon



Manufactured and installed 3-ton winch

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

Repainted & stored for winter

Repainted & stored for winter

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

Serviced and ready for summer

Updated Pole Downton so no lift is required to change flag to half staff

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

TRANSIT REPORT:

- 3,504 riders in March. 3,455 riders in February.
- 166 riders per day in March, 172 riders per day in February
- 45 new customers in February & March
- Spare (transit dispatching software company) was chosen after a thorough review of proposals received for transit technology. Kick off meeting will be early April and Go Live Date will be August 1st.
- Letter sent to RouteMatch ending our contract with them on August 1st.
- Constant upkeep with transit software RouteMatch. Some tablets having GPS issues causing tracking mileage to be inaccurate and must manually fix entire days' worth of data constantly
- Participated in the St Patrick's Day Parade!
- Planning to offer transit service to and from the Easter Egg Hunt at Gregory Park on 3/19!
- An event list has been put together for Transit to participate more in the community and to provide accessibility to these events
- Blue Sky calls answered have on a weekly occasion been at less than acceptable levels (less than 85% answered).
- Blue Sky has not had a manager onsite at City Hall since early March. Their current manager is officing and working out of the storage garage where the bus fleet is housed. This leaves dispatch with no backup for breaks, customer assistance, troubleshooting, etc.
- Weekly Operations meeting with City Transit Staff and Blue Sky management – transit's third party contractor. Agenda and minutes are kept. Meeting is to review operations, maintenance, dispatch, service, customers, and policies. All areas where Blue Sky Transit has failed to meet performance standards,

prompting this weekly meeting to enforce strict adherence to the terms and specifications of the awarded contract.

- Newest bus in service #240 was in 2 unreported accidents in 2 months. City Staff noted damages and raised awareness to Blue Sky management. City Staff was forced to contact the body shop and require that all damage repairs were to be made after Blue Sky had instructed them to do a temporary workaround to save money (not fix the bus damages in full). Bus has been fully repaired and is back in service. Damages costed approximately $10,000 to repair paid by Blue Sky or their insurance company.
- Bus 161 was in an accident at Northern Pacific at the bus storage garage on 2/19. Blue Sky reported this 5 days after the accident and sent the incident report many days after that. Similar to bus 240 City Staff was forced to contact the body shop to ensure all damages were repaired after viewing the initial estimate which missed much of the damages.
- There are ongoing maintenance concerns where lack of preventative or corrective maintenance is happening in a timely manner. Items are not being brought to City Staff's attention and Blue Sky management is not reviewing vehicle inspection reports to ensure timely repairs are being made and no further damages are caused.
- 2022 Capital Bus Replacement Grant Bus was just received in March and immediately returned to the bus vendor due to multiple warranty issues pertaining to paint and caulking and other minor cosmetic issues. These were resolved quickly, and the bus was returned to the City end of March. Next will be state inspection, graphics and radio install before the bus can be placed into service.
- Bus 141 was in an accident on February 18th. The other driver was at fault and the bus is currently being repaired at this time.
- Bus 119 has accident damages from December 2024 that Blue Sky has yet to repair. They have claimed the bus is not worth as much as the repairs and they

feel they should not have to fix the damages being the bus will be retired from the fleet soon. The contract states otherwise and staff are working with Blue Sky to make sure all damages are repaired in a timely fashion.

- Blue Sky switched from electronic inspection sheets to paper and have now been missing records since the switch.
- $4,400 liquidated damages for NonPerformance charged to Blue Sky for failure to adhere to the terms and specifications of the operating contract for the month of February. The month of March is currently at over $10,000 liquidated nonperformance fines and the month is still in review.
- Transit Operations Specialist Aaron Forstrom revised the nonperformance tracking spreadsheet for ease of tracking the daily issues being seen.
- Transit Operations Specialist Aaron Forstrom created a spreadsheet for admin to use to track and audit fleet inspections.
- Transit Operations Specialist Amy Christensen created a preventative maintenance tracking spreadsheet.
- Staff completed monthly invoicing to recurring customers and is working on validating 1st quarter transit trips for quarterly invoicing.
- Staff is working on Baxter and Crow Wing County COOP invoicing/revenue for 2024.
- Staff is working on reporting 2024 annual budget numbers to MnDOT & FTA.
- Staff reported February ridership and budget to MnDOT & FTA.
- Staff is working on Standard Operating Procedures for Transit Invoicing for tickets & token sales.
- Staff met with Blue Ox Leadership group with the Brainerd Chamber and with Region5 to discuss Transit and our community. The meeting went very well, and the leadership group has chosen transit as their annual project this year. They will be assisting us with raising awareness about Transit.
-

- Brainerd's same day transit fare decrease to $5 has been met with much appreciation from all riders!
- Transit moved all items out of its storage closet at City Hall and into organized cabinets in the transit office's for IT's upcoming space changes where they will be utilizing transit's previous storage space for a server room.

ENGINEERING DIVISION

Beech/Oakridge Reconstruction Project

Staff is wrapping up final designs and requesting approval to advertise the project for bids. We will also be working with MnDOT on their review of the plans as well. Michels will be starting relocation of the CenterPoint trunk gas main on Oakridge and Beech over the next couple months. Street construction will start shortly following the relocation. Following award of the project, staff will continue to coordinate with project partners and send out flyers for residents preparing them for the construction season.

Wright/10th Reconstruction Project

Staff is finalizing MnDOT approvals and pulling permits for the project. The project will be advertised for bids as soon as state approval is provided. Once the project has been bid and awarded, staff intends to mail flyers to adjacent properties to prepare for construction.

TH 371B/Willow Roundabout Project

Staff is working with SEH and the City Attorney to finalize easements as able and establish an Eminent Domain court date for others to keep the necessary timeline to keep the project on schedule. Plans are finalized and ready for advertisement once state approval to do so is received. Staff and SEH will coordinate closely with Crow Wing County on the timing for the project as we get closer to summer.

South Brainerd Resurfacing Project

Bids were recently opened with Knife River the apparent low bidder. A recommendation for award was brought to the Council at the 4/7 meeting. It is anticipated that construction will occur during May and June and be wrapped up before mid-summer.

Hawkins-Ronald-Joseph Resurfacing Project

Moore Engineering is developing the design plans while preparing for the Public Hearing on 4/21. It is intended to have this project occur during the 2025 season with close coordination with the TH 371B/Willow Street Roundabout project as the local detour for that project will utilize Joseph Street during construction of the roundabout.

2025 Lowell Safe Routes to School Project

The project plans are currently being advertised for bids. It is expected that bids and a recommendation for award will be presented to the City Council at the 4/21 meeting. This will also include a grant agreement with MnDOT for the SRTS grant funding that will need to be executed prior to construction beginning.

TH 210/Washington Street Reconstruction Project

MnDOT is continuing to develop plans from the 60% stage to the 90% stage. There was recent public meetings to present the current detour and staging plans for the construction project. Staff is looking to convene the Council Aesthetics PMT once more to finalize the aesthetics plan details to be included in the final plans. Staff continues to work with SRF and MnDOT to develop utility and street lighting plans.

SE 15th/Rosewood Alley Watermain/Sanitary Sewer Main Project

The Contractor will be acquiring materials shortly and will be intending to complete this work once frost has come out this spring. Staff is coordinating with CenterPoint to complete relocation of their gas main in the alley as well.

M Street Storm Sewer Outfall Repair Project

Staff is meeting with WSB staff on-site to review the project area and begin work on preparing the repair designs. It is our intention to bring an item to a future Council meeting to clarify the scope of work beyond the storm sewer outfall. It is intended that this work will be completed in 2025.

2025 Chip Sealing Project

This project is currently being advertised for bids. Staff is expecting to bring bids with a recommendation for award to the Council at the 4/21 meeting.

2025 Large Patching Project

Staff has prepared a list of patching areas and sent out a request for proposals to contractors. Staff will present proposals received for the project at the 5/5 Council meeting.

Library Exterior and Mechanical Repairs Project

Staff has requested a formal price proposal for the Council-directed scope of work. Once received, we are intending to bring this to the Council for review and approval before moving forward with requesting contractual documents. It is likely that this work will be completed in Fall 2025.

2025 City Tree Plantings Project

Staff has compiled a list of trees and locations to be solicited for proposals. Street tree locations include the remaining tree locations on College Drive. Parks tree locations are planned for Jaycees and Triangle Parks.

Buffalo Hills Parking Lot Project

The contractor will be beginning work once conditions allow, likely this week. Per Park Board request, staff discussed using excavated material to build earthen berms along the softball fields. This was amenable to the contractor and will be completed as part of the project.

South Brainerd Reconstruction Project (2024) Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

O Street Outfall Repair Project (2024)

Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

Laurel Street Bridge Repair Project (2024)

Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

Parks ARPA Projects (2024)

Work is complete on this project with excepting minor punchlist items. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

Historic Water Tower Project – Phase 2 (2024)

The contractor is waiting on weather conditions to improve before the window replacement can be completed this spring. Once complete, staff will review for final acceptance and contract close out.

Police Department Exterior Repairs Project (2024)

The contractor is waiting on weather conditions to improve before performing the EIFS repairs and window/door replacements. Once complete, staff will review the project items for completion for final acceptance and contract close out.

Other Activities

- Participated in weekly check-in meetings for TH 371B/Willow Street Roundabout Project
- Reviewed building permits for appropriate erosion control plans and requirements
- Reviewed and approved excavation and utility permits
- Met with contractor on-site at Buffalo Hills park
- Revised 10-Year CIP
- Reviewed quotes for RRFB signage on College Drive
- Participated in MnDOT public engagement sessions for Washington Street Reconstruction detour and staging
- Issued snow emergency notice based on forecasted snow
- Reviewed Engineering internship applications and performed interviews
- Attended training for State Aid Finance
- Met with developer to discuss concept plans and needs in NW Brainerd
- Hosted two public open house meeting at City Hall for Franchise Fees
- Met with business on 10th Street to discuss upcoming project
- Met with Crow Wing County staff to discuss Riverside Drive corridor
- Discussed 2025 Construction projects with CenterPoint Energy for coordination
- Revised project manual for updated requirements
- Revised special provisions for current practices
- Discussed new watermain specifications with BPU
- Prepared slides regarding Annex building for Council retreat

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

- Met with Council Yeager and Gordian to discuss Sourcewell procurement process
- Attended City Council retreat at Library
- Met with Moore Engineering to discuss scope of work and project details
- Attended safety training for confined spaces and excavation/trench safety
- Discuss steps and requirements for Prelim Plat for St. Francis project
- Met with downtown business to discuss proposed downtown seating
- Met with WSB to kick off project for M Street Outfall repair project and discuss details
- Participated in PW Department Division meeting
- Met with MnDNR to discuss Shoreland ordinance and Floodplain program
- Met with City/BPU staff to discuss private service line inspection process
- Discussed lighting layout with SRF on TH 210 Reconstruction project
- Met with MnDOT staff to discuss current scope of aesthetics on TH 210 Reconstruction project
- Assisted Transit staff with utilization of year-end reconciliation calculations
- Met with Library/CWC/NAC staff to discuss humidity issue at Library
- Assisted with Performance Evaluations for previous supervisors
- Met with staff to discuss proposed changes to Special Assessment Policy
- Attended EDA Workshop discussing TH 210 Reconstruction project
- Investigated assessment issue on parcel splits from Beaver Dam project
- Provided recent SRTS grant receipts to Councilmember per request
- Assisted with addressing questions from Councilmember Czeczok
- Reviewed and sent GIS issue to CWC
- Provided skate park information to PW Admin
- Revised temp easement for parcel on TH 371B/Willow RAB project
- Provided current street and utility construction standards to developer
- Requested State Aid advance payments for 2024 projects

PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
APRIL 7, 2025; CITY COUNCIL MEETING

- Submitted Wright/10th plans for State Aid review
- Designed and performed hydraulic storm sewer analysis for Wright/10th project
- Prepared/reviewed Stormwater quarterly newsletter
- Set up Wright/10th and Beech/Oakridge projects on OneOffice
- Set up and sent out 2025 Chip Seal project for bids
- Marked out large patch areas and measured to prepare request for proposals
- Inspected sanitary sewer service connections
- Reviewed and commented on Feasibility Report for Hawkins-Joseph-Ronald Resurfacing project
- Provided sanitary sewer service line information and recommendation to property owner
- Reviewed shop drawings for Quince/Rosewood alley watermain/sewer project
- Reviewed and commented on request for street performing in right-of-way
- Assisted with questions regarding SCDP grant application for TH 210 Reconstruction project
- Provided bid tabulation for 2023 Crack Sealing project per Data Practices Request
- Compiled list of trees and locations for 2025 tree plantings
- Requested information from MnDNR regarding lake weed removal at Lum Park

SPECIAL EVENT APPLICATION

Date of Application: 3/26/2025

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

Type of event:

- [ ] Event – City Parking Lot
- [x] Event with Street Closure
- [x] Event – City Park
- [ ] Other _____

Name of event: Brainerd Night Out 2025 (Brainerd North-side Neighborhood)

Organizer Information

Organizer's Name: Krista Soukup

Organizer's Address: 606 Bluff Ave Brainerd Mn 56401

Event Contact Person: Krista Soukup

Event Contact Daytime Phone: 218-828-4717

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

Contact Name/Number Day of Event: Krista Soukup

For Profit/Nonprofit Status (type): Non-profit

Applicant information (if different from the event organizer):

Applicant Name: Mike Kulzer

Applicant Address: 225 E River Rd Brainerd, MN 56401

Applicant Phone: 218-825-3478

Applicant E-mail Address: mike.kulzer@ci.brainerd.mn.us

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
8/12/2025	1700	1900	Gregory Park

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

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

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

Description of Activities

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

Temp tents set up near water fountain. Live Acoustic Music. Yard games and first responder/law enforcement presence with vehicles at the event parked on the 500 & 600 block of Juniper Street. Request use of picnic tables.

Site Information

Electrical usage ☑ Yes ☐ No

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

Will need access to the utility box near fountian for music and food warmers.

Amplified Sound ☑ Yes ☐ No

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

Music will be from 1700-1900

Restrooms provided ☑ Yes ☐ No

If yes, how many 2 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: Request access to Gregory park restrooms

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

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

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

Trash Receptacle Disposal ☑ Yes ☐ No

Company contracted for trash receptacle disposal: Request use of existing Gregory park receptacles

Additional Event Information

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

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

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

Street Closure Request Information

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

closure of the 500 and 600 block of Juniper Street.

Date and time for beginning of street closures: 8/12/2025 1630 hours

Date and time for reopening of streets: 8/12/2025 1930 hours

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

No businesses will be effected. Residential on street parking conflicts will be resolved on a case by case basis. Event in 2024 no parking issues arose.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

MIKE KULZER

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

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

_____ _____

City Administrator or Parks & Recreation Director Date

Approval Conditions

Contact Street Department for Street Closure Materials

Submit COI to City Hall

_____

_____

Certification of Street Closure Approval

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

_____

_____

_____

_____

Gregory Park
Park for play areas, basketball & tennis
Skating Rink
Ivy St
N 5th St
N 5th St
N 7th St
First Congregational Church
Picnic Tables
Games
Community Partner tables
Grills/Tents/Music
Road block
Road Barriers
N 5th St
Juniper St
Vehicle Staging Area
Juniper St
N 7th St
High Praise Brainerd Lakes
Road Barrier
Park United Methodist Church

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Approve Temporary and Permanent Easements - Imp 23-13 - TH 371B/Willow St Roundabout Project

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 3 more of the properties for temporary/permanent easements for the TH 371B/Willow Street Roundabout project. Out of the 11 properties, only 2 easements are outstanding. The attached easements include the properties generally on the northwest portion of TH 371B and the southwest corner of S. 7th and Willow Streets.
The amounts agreed upon for these easements are as follows:

- Melton = $5,063 + $1,000 (appraisal reimbursement) = $6,063
- Wallin = $9,000
- Grevillius = $28,500

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: Staff is continuing to coordinate with SEH and the City Attorney on the two remaining parcels through the Eminent Domain process 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: $43,563

(Above space reserved for recording data)

PERMANENT & TEMPORARY EASEMENTS

THIS EASEMENT GRANT is made by **JENNIFER MELTON**, 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: 41361072 (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 4th day of March, 2025.

JENNIFER MELTON, INDIVIDUAL

Jennifer L Melton

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

The foregoing instrument was acknowledged before me this 4th day of March, 2025, by JENNIFER MELTON, INDIVIDUAL.

Pamela Ziemer

Notary Public

This instrument drafted by:

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

PAMELA LYNN ZIEMER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2029

DESCRIPTION OF PERMANENT EASEMENT

A perpetual easement over, under, and across the North 40.00 feet of the East 137.00 feet and the East 66.00 feet of the North 128.50 feet of Lot 1, AUDITOR'S PLAT OF THE EAST HALF OF NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, Crow Wing County, Minnesota.

Said permanent easement contains 11,321 square feet, more or less.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across the South 10.00 feet of the North 50.00 feet of the East 137.00 feet of Lot 1, AUDITOR'S PLAT OF THE EAST HALF OF NORTHWEST QUARTER, SECTION 36, TOWNSHIP 45, RANGE 31, Crow Wing County, Minnesota, except the East 66.00 feet thereof.

Said temporary easement contains 710 square feet, more or less.

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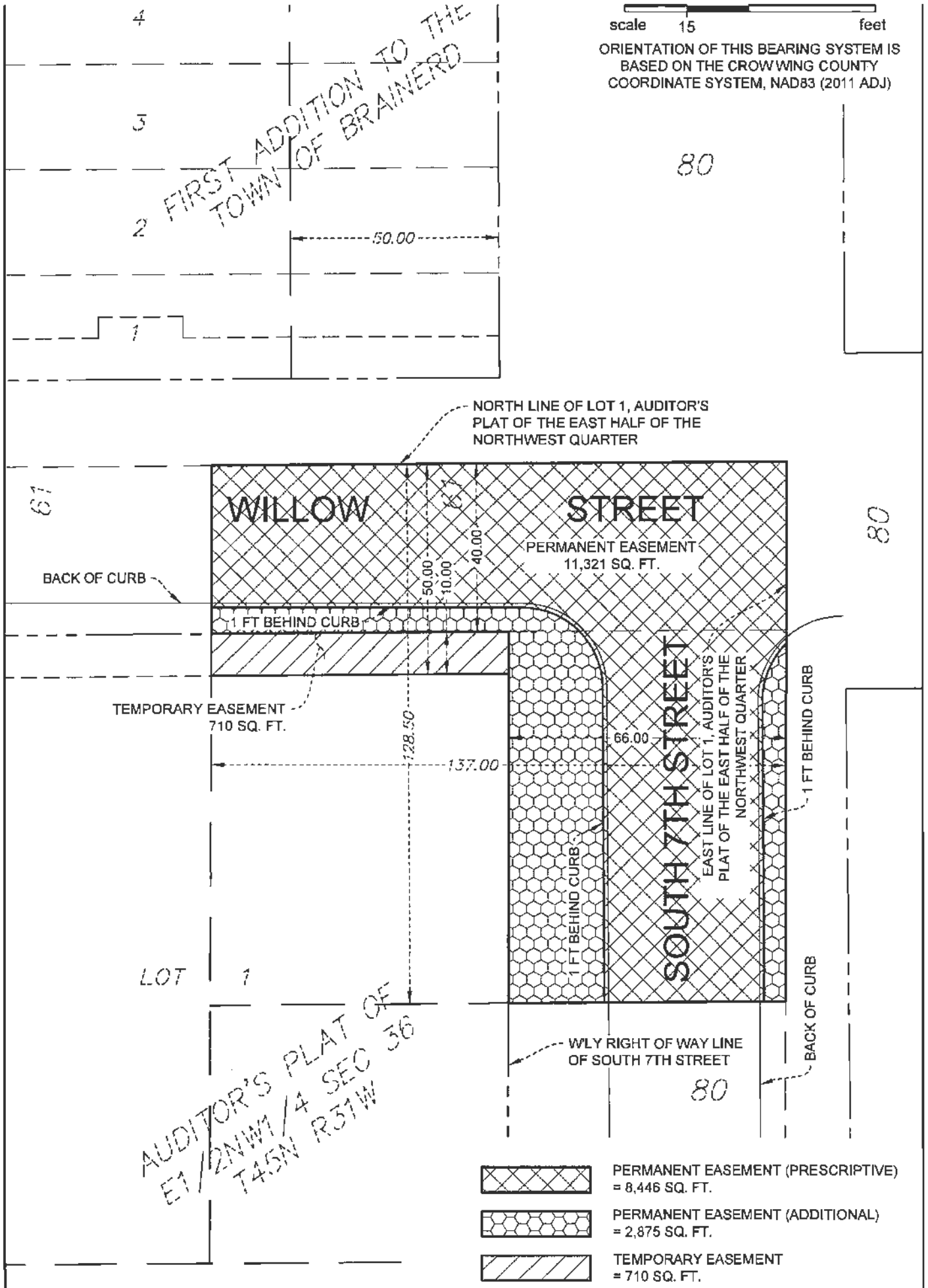
EASEMENT EXHIBIT FOR:



EASEMENT EXHIBIT FOR:

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AGREEMENT

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

Parcel: 7
PID: 41361072
Fee Owner(s): Jennifer Melton

This Agreement, made and entered into this 28 day of February, 2025, Jennifer Melton, 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 $ 5,063.00 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 Febraury 28, 2025 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 2/28/2025 By: Christina McLaughlin
Christina McLaughlin, Agent for the City of Brainerd

Date: 3-3-2025 By: Jennifer Melton
Jennifer Melton

(Above space reserved for recording data)

PERMANENT & TEMPORARY EASEMENTS

THIS EASEMENT GRANT is made by **GARY GREVILLIUS** and **JANET GREVILLIUS**, husband and wife, jointly, (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 tracts of land with Parcel Identification Numbers: 41240566 and 41240567 (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. 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 Permanent Easement area that are not proximately caused by the negligence of Grantor.

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. LIMITED DURATION OF TEMPORARY EASEMENT. The temporary easement shall commence on January 1, 2025, and shall run with the land. The temporary easement shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns until termination on January 1, 2026, at which time the temporary easement shall terminate automatically without further action by either party.

5. 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.

6. 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.

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

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 5 day of March, 2025.

GARY GREVILLIUS, HUSBAND

JANET GREVILLIUS, WIFE

STATE OF Florida)
) ss.
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 5 day of March, 2025, by GARY GREVILLIUS and JANET GREVILLIUS, HUSBAND and WIFE.

AJA ZIESMER
MY COMMISSION # HH395453
EXPIRES: July 16, 2027

Notary Public

This instrument drafted by:

City of Brainerd
501 Laurel Street

Brainerd, MN 56401
(jld)

(Above space reserved for recording data)

PERMANENT & TEMPORARY EASEMENTS

THIS EASEMENT GRANT is made by **BRIAN K. WALLIN**, 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: 41240565 (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. LIMITED DURATION OF TEMPORARY EASEMENT. The temporary easement shall commence on January 1, 2025, and shall run with the land. The temporary easement shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns until termination on January 1, 2026, at which time the temporary easement shall terminate automatically without further action by either party.

5. 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.

6. 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.

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

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this 3rd day of March, 2025.

BRIAN K. WALLIN, INDIVIDUAL

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 3rd day of March, 2025, by BRIAN K. WALLIN, INDIVIDUAL.

DAWN M HOLMBERG
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2028

Notary Public

This instrument drafted by:

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

PID: 41240565

LEGAL LAND DESCRIPTION OF BURDENED PARCEL - DOCUMENT NO. 759453

Lots Five (5), and Six (6), Block 317, First Addition to the Town of Brainerd.

DESCRIPTION OF PERMANENT EASEMENT

A perpetual easement over, under, and across the East 2.00 feet of Lots 5 and 6, Block 317, FIRST ADDITION TO THE TOWN OF BRAINERD, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said permanent easement contains 100 square feet, more or less.

DESCRIPTION OF TEMPORARY EASEMENT

A temporary easement over, under, and across the West 8.00 feet of the East 10.00 feet of Lots 5 and 6, Block 317, FIRST ADDITION TO THE TOWN OF BRAINERD, according to the recorded plat thereof, Crow Wing County, Minnesota,

TOGETHER WITH a temporary easement over, under, and across the South 15.00 feet of the West 5.00 feet of the East 15.00 feet of said Lot 5.

Said temporary easement contains 475 square feet, more or less.

EASEMENT EXHIBIT FOR:

Parcel 2 - 1216 6th St. S. (Brian K. Wallin)

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.

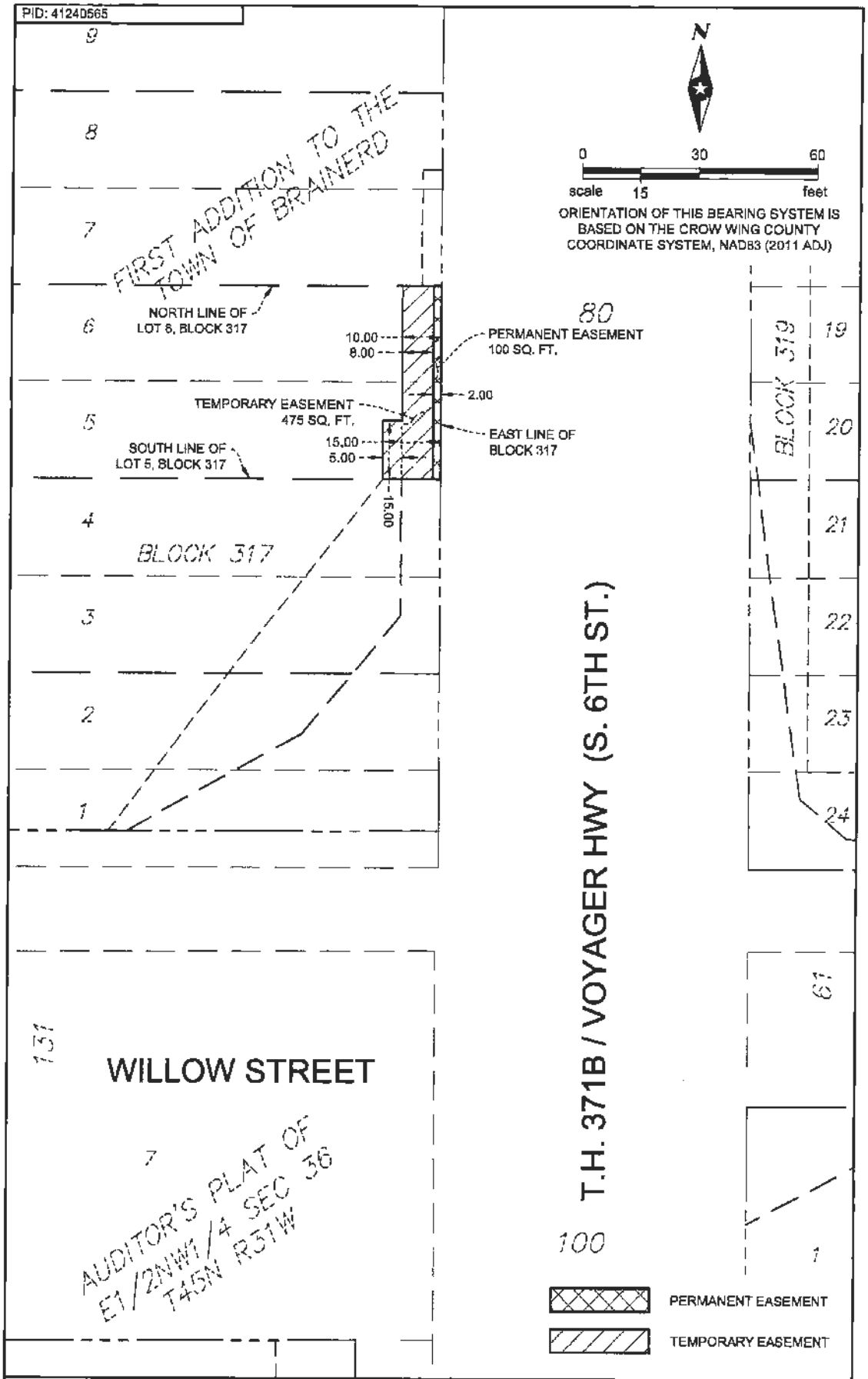
Daniel J. Bemboom, LS

DATE 06/04/2024 LICENSE NO. 46562

SEH
PHONE: 218.855.1700
418 South 5th Street, Suite 101
Brainerd, MN 56401-3540
www.sehinc.com

Save: 6/4/2024 11:04 AM Revised Plot: 6/4/2024 11:11 AM K:\AE\B\BRDMN\173744\Survey\02-CAD\15-dwg\BRDMN173744EX2.dwg

PID: 41240565



EASEMENT EXHIBIT FOR:

Parcel 2 - 1216 6th St. S. (Brian K. Wallin)

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, LS

DATE 06/04/2024 LICENSE NO. 46562

SEH
PHONE: 218.656.1709
418 South 6th Street, Suite 101
Brainerd, MN 56401-3540
www.sehinc.com

2 of 2

Save: 6/4/2024 11:39:4 AM brwbeal Plot: 6/4/2024 11:11 AM X:\CAE\BRDMN\173744\survey\92-CAD\15-dwg\BRDMN173744EX2.dwg

AGREEMENT

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

Parcel: 2
PID: 41240565
Fee Owner(s): Brian K. Wallin

This Agreement, made and entered into this 27 day of February, 2025, Brian K. Wallin, 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 $9,000.00 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 2/27/2025 and that these documents and agreements include all oral agreements, representations and negotiations between the parties.

Date: 2/27/2025 By: _____
Christina McLaughlin, Agent for the City of Brainerd

Date: 3/3/25 By: _____
Brian K. Wallin

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Consider Removing Park Maintained Flag Poles in Downtown Brainerd

AGENDA:

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: Currently we have five (5) flag poles for in the Downtown area. Four (4) of these flag poles are in one area and could be removed, leaving one (1) flag pole up at Laurel and 7th Street. The flag pole at Laurel and 7th Street has been modified to allow staff to lower the flag from the street without equipment. This location has good lighting to illuminate the flag during the night.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

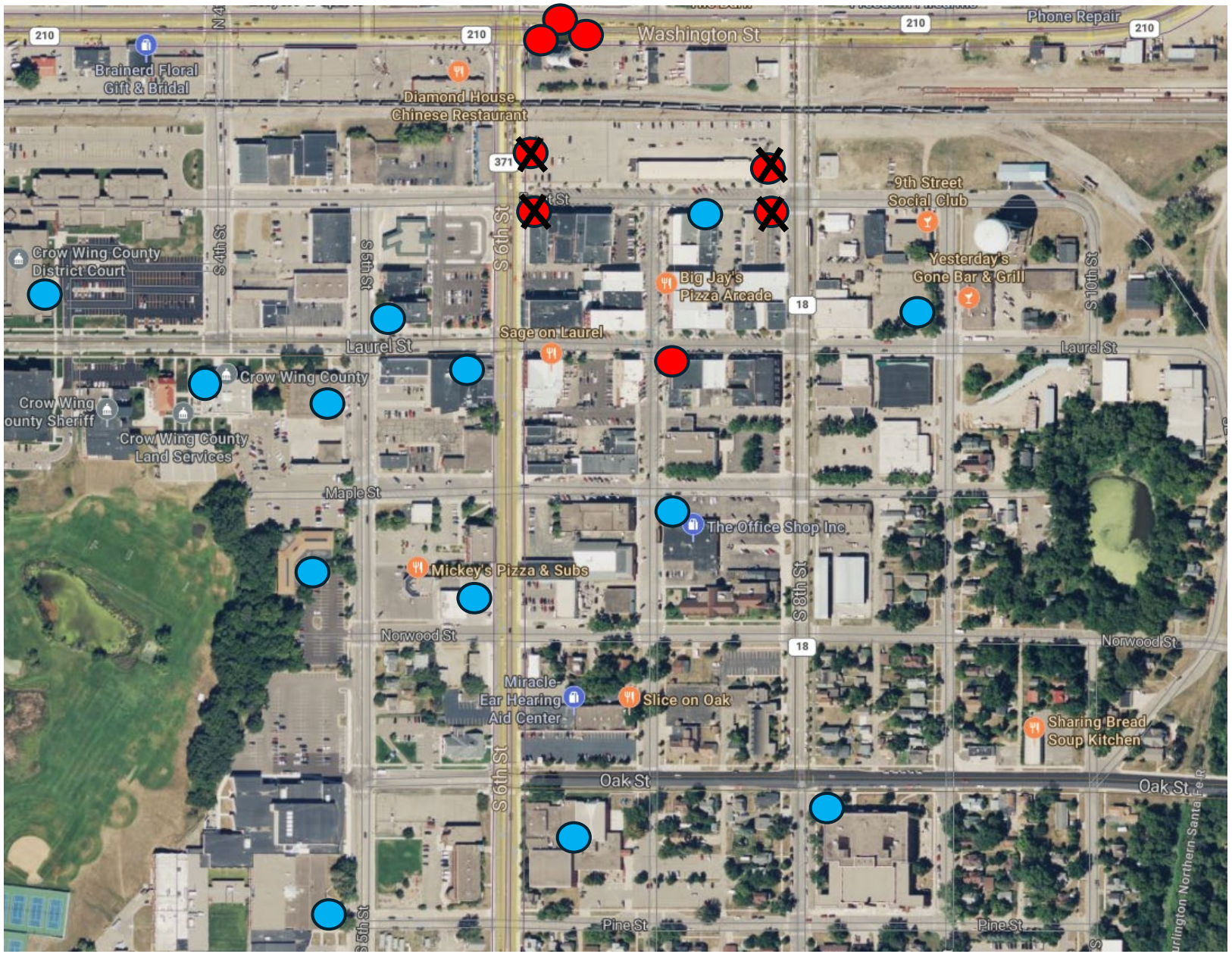
RECOMMENDED ACTION/MOTION: Staff is recommending removal of the four (4) flag poles on Front street.

FINANCIAL IMPACT:

Downtown Flagpole Map

Red
City of Brainerd

Blue
Private



Plan

-Remove 4 flagpoles

- 1 Flagpole at Laurel & 7th St.
- Modify existing pole so lift is not required.

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Discuss Assessment Methodology for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

AGENDA: SPW Committee

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: As presented at the last Council meeting with the Feasibility Report, the preliminary assessment amounts for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project followed the similar methodology that has been used in previous projects. Where the street costs are totaled, then divided out across the entire front footage to determine the assessment footage rate. In the case of the Ronald/Joseph/Alley portion of the project, it is likely that the cost of paving the alley will be higher than typical street paving due to the constrained area leading to slower production rates. If the project is bid typically with one bid item for bituminous mix paving, the increased cost can get passed to other portions of the project and thus, other property owners.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is requesting discussion and direction from the Council on how to prepare the bid items for the project to have the ability to assess the project in the manner the Council views as the most equitable.

Option 1 - Continue as currently presented in the Feasibility Report, where all items are bid under one set of items and unit prices and spread on a per front foot basis regardless of location.
Option 2 - Bid a separate line item in the project for alley bituminous paving. Establish a separate alley assessment rate vs. street assessment rate. Assessments would be based on front footage type (either alley or street) multiplied by the appropriate assessment rate.

RECOMMENDED ACTION/MOTION: Staff is requesting discussion and direction from the Council on the assessment methodology as described above or another option as directed.

FINANCIAL IMPACT: N/A

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Discuss Proposed Changes to Special Assessment Policy

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

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: Staff has attached a redlined draft of the changes to the Special Assessment Policy. Per Council discussion at the March 3rd meeting, direction was to split the policy on deferments regarding hardships and unimproved property. Staff is requesting discussion and direction from the Council on the proposed changes and if this has reflected the goals of the Council with the request.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: A summary of the changes are as follows:

- New section specifically directed to Hardships
    - Clarified in this section that assessments would be assessed interest over a 10-year period, similar to current practice.
    - Removed the statement of after 10 years, no further applications are required. As staff is not always notified when a property is sold or conditions have changed where the owner of the property no longer qualifies, it would be important to reflect that the owner should continue to apply for the deferment to show the criteria are still being met. If not, the assessment would no longer be deferred.
    - Additionally, should the policy include language to allow the option to re-certify an assessment over a 10-year term should the deferment end or should these be on a one-by-one basis and those requests come to Council as they arise?
- New section specifically directed to Unimproved Property
    - Much of this language is from Minn. Statute 429.061, subd. 2, which allows for deferments for projects for future development (i.e. Beaver Dam Road utility project).
    - One additional provision is that if a property is split, not necessarily by plat, the deferred assessment would become levied on all the properties resulting from the split(s). The assessment would be split according to the methodology used to determine the original assessment. This can be viewed two ways. One one side, the assessment would no longer be deferred on an unimproved property, even if it a large parcel, making the property owner begin to pay on the assessment. On the other side, the intention is to defer the assessment until the parcel is becoming developed. If a part(s) is being split for this purpose, it could be argued that the parcel is becoming improved

and this method prevents the ability to use lot splits as a way to avoid the larger portion of the assessment.

RECOMMENDED ACTION/MOTION: Staff is requesting discussion and direction regarding the proposed changes to the Special Assessment Policy. Options include:

1. Provide comments/direction on additional changes to be made to the policy and return at a future Council meeting with revisions.
2. Adopt the proposed Special Assessment Policy with the included changes as presented.

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 Statues 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 it's 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 it's corporate boundaries until such time the properties are annexed and within the City of Brainerd corporate boundaries. Once annexation in 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 in 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

Deferments due to Hardship

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 or a termination event under Minn. Statute § 435.195 occurs~~, no longer meets the economic hardship criteria, or sells the property~~. ~~-~~Interest would be assessed over a 10-year period on deferred assessments due to hardships. Persons interested in deferring assessments must apply each year and pay the associated application fee 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. Deferments under this provision of the policy shall meet requirements of Minn. Stat. § 435.193-195.

Deferments on Unimproved Property

The City Council has adopted policy which allows for assessment deferments for assessments on unimproved property. Deferred assessments on a property may be deferred until a designated future year, the property is subdivided by plat, improvements are constructed, or the property (or a portion of the property) is sold. At the time the property is sold, the assessment would become levied on the property. If the property is subdivided, the assessment will be apportioned to each partition and the assessment would become levied on each property. Interest will accrue on the entire amount of deferred assessment until the first installment and continue to accrue on the remaining balance, with the duration of installments not exceeding 30 years following the levy of the assessment. Deferments under this provision of the policy shall meet requirements of Minn. Stat. § 429.061, subd. 2.

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.

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Review Municipal Cannabis Dispensary Proposals

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 2 min

SUMMARY OF ISSUE:
At the February 18th meeting, City Council directed staff to commission an RFP for a municipal dispensary partnership with an experienced organization. RFP submittals were due by March 18th. At the meeting, City Council did not commit to a municipal dispensary but wanted to hear what potential partnerships were offering.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
Staff brought an additional agenda item to the March 3rd City Council meeting for the City to consider applying for a State municipal cannabis retail license prior to the March 14th application deadline. The City Council voted not to pursue a municipal license at this time.

RECOMMENDED ACTION/MOTION:
Review the RFP's for a municipal dispensary partnership for future consideration.
Note: The companies submitting the RFP are still interested in a future partnership, but the terms and conditions may change.

FINANCIAL IMPACT: N/A

CONFIDENTIAL

April 2, 2025
City of Brainerd

Cc: David Asp

Dear James,

Thank you for allowing Red Pine Group LLC (hereinafter referred to as RPG) to share the details of our retail cannabis Business Process Outsourcing (BPO) strategy.

Set forth below are the preliminary principal non-binding terms and conditions under which RPG its affiliates, or any of its designees ("RPG") and City of Brainerd, its affiliates, or any of its designees ("Municipality") mutually agree to work towards executing various agreements including but not limited to a Sale-Leaseback performed by Koach Capital (PSA), Operating Agreement, Master Services Agreement (MSA), License Agreement with the State of Minnesota (all agreements hereinafter referred to as the "Transaction") with more specific details as follows:

1.	**Terms and Letter of Intent**	Contemplated sources & uses and economics of the Transaction are reflected below: 1. Once RPG and the Municipality execute this LOI, Municipality will begin negotiation and enter into a Master Services Agreement (MSA) with RPG or it's assignee through which all business functions, including but not limited to the marketing, accounting, payroll and other expenses will be drawn down and adjusted quarterly and leaving 25% of the profits associated with the location to be distributed to the Municipality or its assignee. 2. RPG will provide details for Municipality to apply for a retail cannabis license directly or will create a for-profit organization (ex. Brainerd RPG) that will apply for and request a retail license by the state under Brainerd RPG. 3. Municipality and RPG will agree upon a location, hours, buildout and operations of a dispensary utilizing license issued by the state. 4. Koach Capital will purchase agreed upon location and provide at least 50% of the tenant improvements for a 15 year lease as part of sale-leaseback transaction. This lease will be 12% or less of the total provided funds (for purchase and tenant improvements). 5. RPG will provide the remaining Tenant Improvements, inventory and other miscellaneous start-up expenses.
2.	**Confidentiality / Non-circumvent**	The parties mutually agree that all information and/or documents reviewed by the recipient or given to the recipient belong to the disclosure of such information and are to be treated as highly confidential. The parties agree that it shall at all times do everything that is necessary to safeguard the said confidentiality and it shall not divulge the confidential information to any third party (other than the recipient's advisors) and further agree that it shall not use the confidential information in any manner whatsoever, be it directly or indirectly. Furthermore, Municipality agrees to a Non-circumvent and No-shop for four (4) months: The Municipality shall not, and shall cause (to the extent it has the Legal Right) its Affiliates and its and their directors, officers and similar agents not to, (i) solicit, initiate or encourage the submission of any proposal or offer from any Person relating to the acquisition of any of the Acquired Municipality Equity Interests or any substantial portion of the Acquired Municipality Assets (including any acquisition structured as a merger,

		consolidation or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. The Municipality will use commercially reasonable efforts to cause its financial advisors and other representatives not to do any of the foregoing. Nor will the Municipality seek to go-around RPG and directly communicate with any parties introduced or identified to seek to go-around RPG and directly communicate with any parties introduced or identified to Municipality.
3.	**Expenses**	a) RPG and Municipality shall pay its own costs and expenses incurred (including any broker's fees, finder's fees and the fees and expenses of its lawyers and other advisors). b) All incurred fees shall be mutually agreed upon such as acquisition fees, closing costs and advisors, will be included in enterprise value and deducted from proceeds at closing.
4.	**Termination**	This LOI will terminate ("Termination Date") upon the following conditions: Municipality or RPG in writing, gives notices to terminate this LOI.
5.	**Non-Binding Agreement**	The matters set forth in this letter agreement constitute an expression of the parties' mutual intent only and do not constitute a binding agreement among the parties with respect to the proposed Transaction or otherwise impose any obligations on the parties. Any such obligation shall only arise upon execution and delivery by the parties of a Definitive Agreement with respect to the actual MSA, and only to the extent provided therein. No party may bring any claim or action against any other party as a result of a failure to agree on or enter into a Definitive Agreement as contemplated hereby. Without limiting the foregoing, the provisions of this letter agreement are subject to completion of due diligence and subject to agreement by RPG and Municipality. Except with respect to Paragraph 2 above upon the execution of this letter agreement which is intended to be binding between the parties, this letter agreement is a non-binding expression of the parties' present interest and does not create legally binding obligations between the parties.
6.	**Schedule/ Requirements**	Due Diligence and completion of entity docs and offering typically takes significant time for RPG to complete. Upon signing this LOI, RPG will establish a mutually accessible data room where Municipality will have ongoing access the following: 1. Background information of all associated parties 2. Municipality Overview, Branding, and all 3rd party Licensing agreements. 3. Operating Agreements w/Cap Tables, Corporate Resolutions, Minnesota State License Details. 4. Detailed proforma on the location. 5. Property addresses and details, including surveys, appraisals, title policies, insurance policies, mortgages and or leases. 6. Banking records and Tax returns. 7. List of vendors and breakdown of cost of goods sold.
7.	**Counterparts**	This letter agreement may be executed in one or more counterparts which may be delivered by facsimile transmission, each of which will be deemed to be an original and all of which, taken together, will constitute one and the same agreement. The term "including" shall have the inclusive meaning of "including without limitation" in this letter.

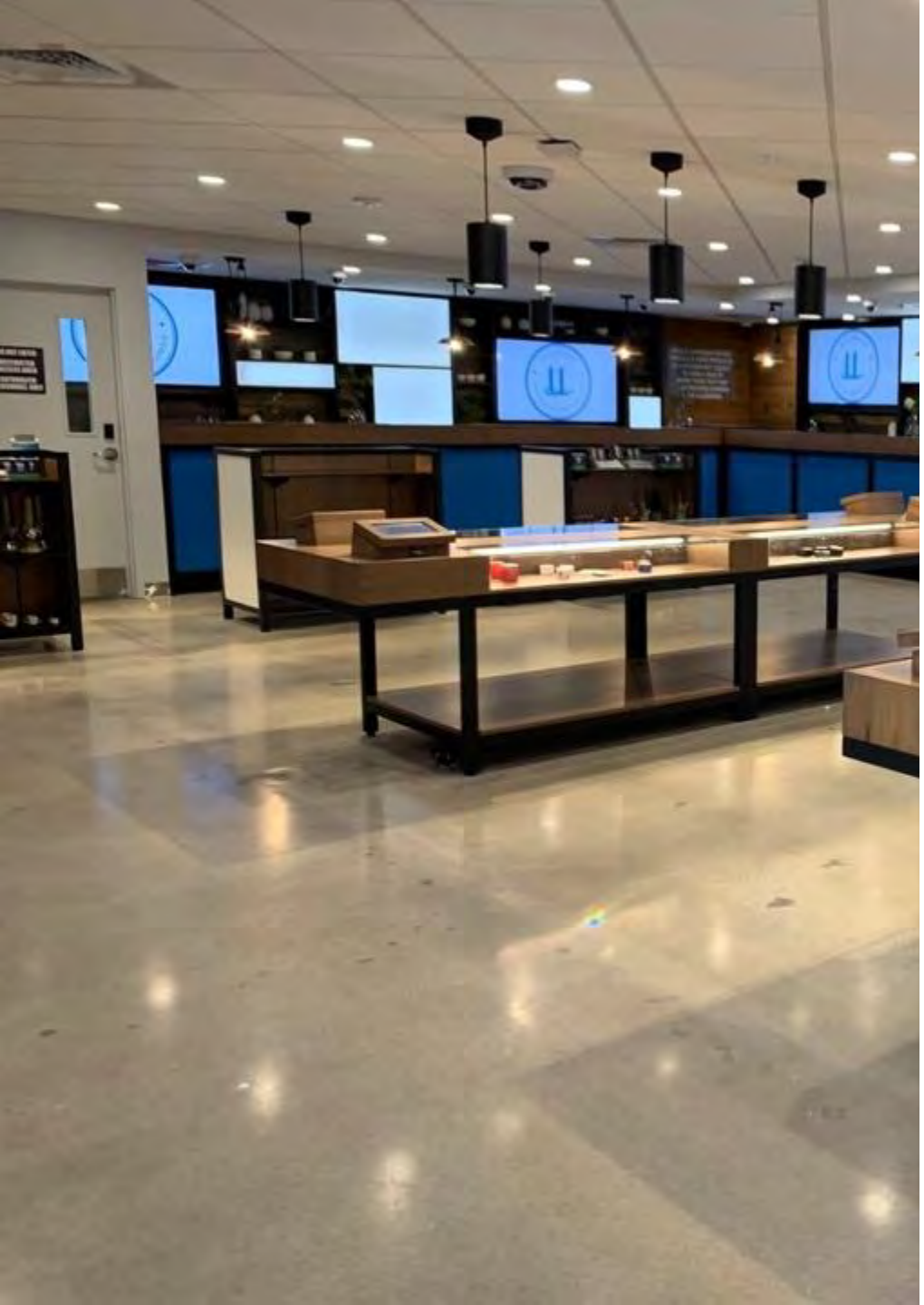
Acknowledged and Agreed as of April 2, 2025:

MUNICIPALITY

By: _____
Name:
Title:
Date: April 2, 2025

RED PINE GROUP LLC

By: _____
Name: Zander Abrams
Title: Manager
Date: April 2, 2025



Opportunity for Local Municipalities

Red Pine Group (RPG) Cannabis Operations

Confidential

RPG Benefits

Opportunity

Instead of an open lottery system - participate in our program and take back control.

We provide a path to allow your community to profit and decide exactly how cannabis will be made available in your community.

ABOUT US

With previous success in Venture Capital, Technology Startups, Law, Policy and Distribution, we turned our focus to the cannabis industry in 2016. Since then, our team has created the largest portfolio of owned dispensary real estate in the US.

FOCUS

- RPG supplies needed operational expertise and growth capital to cities and townships to own and operate retail cannabis dispensaries throughout the state of Minnesota
- RPG will take blighted buildings in your municipality and rehabilitate them to the highest building standards
- RPG provides the municipality the ability to control where and how the dispensary operates while also leveraging the store to increase municipal income

RPB Benefits

Opportunity

With our program, your community will have

- **Control**: Decide where the dispensary is located (also choose branding, public safety needs, hours of operation, traffic, on-site security guard, etc.)
- **Profit**: From the operation from regular distributions of store profits
- **No risk:** RPG provides the start-up costs and therefore no risk to the community
- **Remove blight**: Rehabilitation of municipality owned eye-sore
- **Job growth:** Hire local workers with above average retail wages – About 10-30 employees per dispensary, plus the ability to use local contractors and suppliers for the construction work

Cannabis Industry Overview

ADOPTION IS INCREASING

Forty states and the District of Columbia currently have passed laws broadly legalizing cannabis in some form.

- 24 states and the District of Columbia have laws legalizing cannabis for recreational use.
- The global legal cannabis industry is predicted to be at $58 Billion by 2028*
- More states will vote on legalization of medical or adult-use marijuana in 2024, including Florida

*Source: BDS Analytics, 2024

Strength in Experience

RPG is a collaboration between industry leaders to address the problems other states experienced that we aim to help you avoid.

KOACH CAPITAL

CANNABIS POLICY FORUM

How will that look in Minnesota?

Limited Private Licensure Allowed

- In the initial round of applications, the state will approve 50-70 privately held retail licenses
- These licensees are given per state regulation wide latitude to operate where and how ***they*** choose

Municipalities May Own/Operate Dispensaries

- Each municipality also may elect to own and/or partner on a dispensary themselves
- This is separate from the statewide lottery system for private dispensaries

Time to Market is Critical

- RPG expects a huge influx of sophisticated, well-capitalized private licensees to enter the market quickly
- Once these private stores are open, they will become quickly entrenched and it will be difficult to wrestle market share from them
- If cities want to retain any control over the operations and cashflow from stores within their borders, the time to act is now

RPG

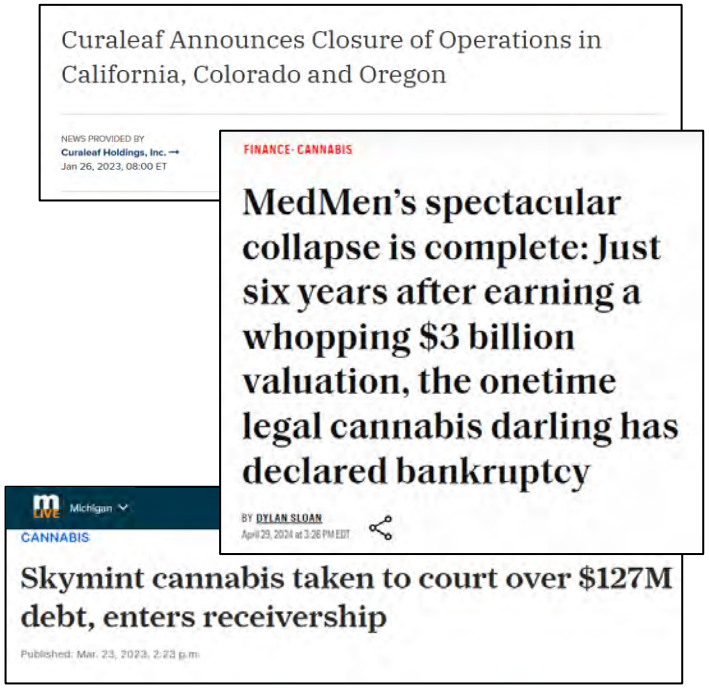
Cannabis Difficulties

Cannabis Presents Unique Challenges

- Due to the federal illegality of cannabis, this new industry is very difficult to navigate, with particular difficulties revolving around excessive taxation, access to capital, and compliance
- Many groups- even large, well-funded operators- (as seen in the attached headlines) have been unable to deal with these challenges, leading to their failure

RPG Offers a One-Stop Solution

- RPG will fund and operate the store, and has helped to open more than 50 stores in the past
- Not only does this mitigate the risk for the municipality, but our expertise will allow us to operate a in a way that is sustainable in the long-term


Curaleaf Announces Closure of Operations in California, Colorado and Oregon

NEWS PROVIDED BY
Curaleaf Holdings, Inc. →
Jan 26, 2023, 08:00 ET

FINANCE · CANNABIS

MedMen's spectacular collapse is complete: Just six years after earning a whopping $3 billion valuation, the onetime legal cannabis darling has declared bankruptcy

BY DYLAN SLOAN
April 29, 2024 at 3:26 PM EDT

Michigan

CANNABIS

Skymint cannabis taken to court over $127M debt, enters receivership

Published: Mar. 23, 2023, 2:23 p.m.

Experience

Experience Needed to Operate a Successful Dispensary

- RPG will provide the $1M+ in funding to provide for building rehabilitation, inventory, and other start-up costs
- RPG has a proven platform to create a successful revenue stream in retail cannabis

Cultivation operations

- RPG partners with cultivation operations to ensure most effective use of capital and ensures long-term supply stability.

Proper management

- RPG team trains staff to the highest standards.
- RPG has expertise in accounting and legal to ensure that we are fully compliant with all regulations

Case Study

Fort Pierce, FL

Before

After

Example RPG Property

- RPG worked closely with a multi-state cannabis operator to open a dispensary in Florida
- The subject property was a vacant gas station
- RPG funded $1.8M to purchase and completely rehabilitate the building
- This is just one of the 50+ deals that the RPG team has done in the cannabis industry

RPG
Example

We project that the dispensary will have more than $10M per year in revenue

	Forecast			
	2025	2026	2027	2028
Net Revenue	$ 10,950,000	$ 12,045,000	$ 10,037,500	$ 7,300,000
Cost of Goods Sold	$ 5,475,000	$ 6,022,500	$ 5,018,750	$ 3,650,000
Gross Margin	**$5,475,000**	**$6,022,500**	**$5,018,750**	**$3,650,000**
Gross Margin %	*50.0%*	*50.0%*	*50.0%*	*50.0%*
RETAIL EXPENSES				
Employees	$ 1,415,412	$ 1,556,953	$ 1,297,461	$ 943,608
Marketing	$ 55,410	$ 60,951	$ 50,793	$ 36,940
SG&A	$ 275,923	$ 303,515	$ 252,929	$ 183,949
Professional Fees	$ 33,568	$ 36,925	$ 30,771	$ 22,379
Buildings	$ 250,588	$ 275,647	$ 229,706	$ 167,059
Other Expenses	$ 220,862	$ 242,949	$ 202,457	$ 147,242
Total Expenses	**$2,251,764**	**$2,476,940**	**$2,064,117**	**$1,501,176**
EBITDA	$3,223,236	$3,545,560	$2,954,633	$2,148,824
EBITDA Margin %	*29.4%*	*29.4%*	*29.4%*	*29.4%*

At typical retail cannabis margins, this would generate up to $3.5M of EBITDA annually

RPG

Joint Venture Model

JOINT OWNERSHIP

RPG is offering a **25% share of equity** in the retail location in their municipality and the associated proceeds / distributions. **RPG will fund the start-up costs** and operate the dispensary, while the municipality will retain control over key aspects of the operation to ensure minimal impact to the community. Based on RPG's projections, the annual revenue to the municipality **may exceed $500k per year.**

Timeline

Our Process

Introduction

Letter of Intent

Add to agenda for City Council Meeting

Negotiation

Municipal Review

Due Diligence Docs

City Council Vote

Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6

Koach Capital

Example Portfolio Properties

Springfield, IL	
Funding	$3.75M

West Palm Beach, FL	
Funding	$2.675M

Springfield, MO	
Funding	$1.3M

Lakehurst, NJ	
Funding	$2.9M

Canton, CT	
Funding	$2.5M

Huntington, WV	
Funding	$1.1M

Los Angeles, CA	
Funding	$5.5M

Ferndale, MI	
Funding	$5.05M

Leadership

Sandy Kronenberg, Managing Partner

Sandy is a founder and Managing Partner of Koach Capital. He has gained intrinsic knowledge of Cannabis Operators and their capital needs by working with more than half of the largest operators. Sandy's entrepreneurial success began by founding Netarx – a network integration and services provider to large enterprises. In 2009, Netarx acquired the VAR business of Analysts International (including Sequoia and Entree Solutions). In 2011 Netarx was acquired by Logicalis (a division of Datatec - Symbol LSE: DTC) and Sandy joined as its Chief Technology Officer. He continued his entrepreneurial success by founding Verge.io, Service.com, and most recently, Koach Capital. Sandy also served as a General Partner of Ludlow Ventures, a venture capital fund focused on early-stage tech companies. Sandy contributes to the community via lectures, publications and developing new technologies - he currently holds six U.S. Patents.

Robert Feldman, Managing Partner

Rob is a cannabis real estate expert and a Founder and Managing Partner of Koach Capital. Rob has owned and operated numerous businesses in his career. Focusing on operations, a competitive advantage when looking for qualified areas to invest, Rob started Impact Steel in 2003. ISC had locations in the United States and Canada specializing in flat rolled-coils, sheets, and blanks, in a variety of coated and non-coated products in assorted gauges, tempers, and widths. He grew the business to one of the top 200 privately held companies headquartered in Michigan. Most recently Rob was part of the founding team, and acted as COO of Service.com.

Kieran Baack, Partner

Kieran began his career as a management consultant, helping to complete dozens of client engagements by doing transaction support, financial modeling, and corporate strategy. He pivoted from consulting to cannabis in 2020 when he became an analyst for Koach Capital. In that role, he supports the fund in identifying, analyzing, and modeling real estate deals. Kieran graduated *magna cum laude* with an Industrial and Operations Engineering degree from the University of Michigan, Ann Arbor.

Leadership

Zander Abrams, Partner

Zander joined the cannabis industry since 2019 and works with operators, technology companies, and investors to build expansion strategies. Zander sits on the LPAC of Altmore Capital, and is the Senior Advisor for Global Policy and Strategy to Genetica. Zander founded the Cannabis Policy Forum, the first independent analysis source for cannabis politics, policy and regulation. Zander previously served as an Area Director for the American Israel Public Affairs Committee. Zander received his J.D. from the University of Iowa: College of Law, and graduated with honors from the University of Minnesota.

Marvin Karana

Marvin Karana is a Michigan attorney and owner of Karana Law, managing and owning multiple commercial properties and retail businesses in Michigan, California and Ohio. Karana's interest in marijuana began in 2009. He has experience in administrative and compliance law and transitioned into the Michigan cannabis industry, earning recognition for his dispensary operations. Karana is METRC certified and has successfully managed dispensaries with high ratings and compliance. Karana has owned highly regulated businesses selling liquor, tobacco, and lottery, during his tenure as owner of these businesses, there was not one single violation for liquor, tobacco or lottery.

Darren Naimi

Darren Naimi is a Michigan resident with extensive experience in retail management and real estate development. He has managed various retail businesses and commercial properties, gaining substantial business knowledge. Naimi operated a commercial gas station/truck stop selling liquor, tobacco, and lottery, gaining knowledge of state-regulated businesses. Since 2016, Naimi has been involved in California, Oregon and Michigan's marijuana industry, successfully operating dispensaries. Naimi has consistently secured approvals for dispensary sites and has developed multiple locations. Additionally, he has acquired commercial properties for national tenants and completed over 300,000 sq ft of new developments and remodels.

Aaron Goldstein

Aaron has hands-on experience rehabilitating residential properties, managing Landlord projects for commercial development, leasing commercial space and syndicating real estate partnerships, all of which allows him to bring a breadth of knowledge to the table for his clients. Prior to becoming a licensed Realtor and Broker, Aaron served as the Chief Financial Officer of a Minneapolis based, $250 million Private Equity Fund. In 2007, Aaron earned a B.A. in Accounting from the University of Wisconsin-Madison and in 2012, an MBA in Finance from DePaul University in Chicago, Illinois. Aaron is a member of Co-Star, MN (MN Commercial Association of Realtors), MAAR (Minneapolis Association of Realtors), and Northstar MLS.

Important Disclosures and Key Risk Factors

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This is not an offering to acquire any property and is meant only to provide an illustrative representation of past transactions. Each operator and properties will be evaluated on its own.

The numbers and financial figures presented in this document are projections and forward-looking statements. These projections are based on current assumptions and expectations, and actual results may differ significantly due to a variety of factors. The information provided is not guaranteed to be accurate and should not be relied upon as such. We do not undertake any obligation to update or revise these projections in light of new information or future events. Please consider this information with caution and consult with a financial advisor or conduct your own research before making any decisions based on these projections.

Voyageur Cannabis Services
515 N Washington Ave, Minneapolis MN 55401
(218) 341-3246
Voyageurcannabisservices.com

Voyageur Cannabis Services
Municipal Cannabis Dispensary Proposal
Submitted to: City of Brainerd
Date: March 18, 2025

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1. Executive Summary

Voyageur Cannabis Services is pleased to submit this proposal to the City of Brainerd in response to its Request for Proposals (RFP) for a municipal cannabis dispensary. As Minnesota moves toward implementing municipal dispensaries, it is important to note that no operational municipal dispensaries currently exist, and licenses have not yet been awarded. Minnesota is the first state in the country to establish municipally owned cannabis retail operations, creating a unique opportunity for Brainerd to set the standard for responsible and community-focused cannabis distribution.

This proposal outlines our qualifications, capital investment approach, and operational framework for a dispensary that aligns with Brainerd's goals of responsible cannabis distribution, public safety, and revenue generation for community initiatives.

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2. Qualifications & Experience

About Voyageur Cannabis Services

I. A Minnesota-based firm specializing in cannabis business consulting, licensing, and operational management.
II. Extensive experience operating dispensaries in other states and markets, ensuring best practices are applied to Minnesota's emerging municipal model.
III. Established municipal partnerships where we have worked with cities on feasibility studies, site selection, facility design, and compliance planning to ensure a smooth and responsible dispensary launch.
IV. Proven ability to navigate complex cannabis regulations and build dispensaries that align with municipal governance structures and financial objectives.

Previous Municipal Partnerships

We have successfully worked with cities to develop municipal dispensary strategies that prioritize:

I. Economic growth through feasibility studies and infrastructure planning.
II. Regulatory compliance to ensure full adherence to state and local laws.
III. Operational excellence by working with municipalities and operational partners to ensure streamlined dispensary management once licensing is finalized.

Our experience in these areas positions Voyageur as an ideal partner for Brainerd's municipal dispensary initiative.

---

3. Capital Investment & Financial Structure

Given Minnesota's True Party of Interest (TPOI) regulations, a direct revenue-sharing model or majority third-party ownership is not legally viable. Some firms have proposed models where a private entity takes control of the municipal dispensary through revenue-sharing or majority ownership. These structures may violate Minnesota law by circumventing municipal ownership requirements, creating potential legal and regulatory risks for cities that adopt such agreements.

Instead, Voyageur proposes a fully compliant, service-based model that ensures Brainerd retains full ownership of the dispensary while benefiting from our expertise:

1. Upfront Capital Investment: Voyageur will fund all initial startup costs, including lease, buildout, technology, and staffing.
2. Municipal Ownership & Management Support: Brainerd will retain full ownership of the dispensary, and Voyageur will provide operational consulting and management support under a fixed-fee service agreement rather than a revenue-sharing model.
3. Transparent Financial Oversight: Regular reporting and compliance measures will ensure that all revenues and operational processes remain fully accountable to municipal oversight.

This approach keeps Brainerd in full control while benefiting from Voyageur's industry-leading expertise in dispensary operations.

---

4. Compliance & Operations

Our approach prioritizes full compliance with Minnesota's cannabis regulations while optimizing dispensary efficiency:

Regulatory Compliance

I. Adherence to Minnesota's Office of Cannabis Management (OCM) regulations.
II. Implementation of state-approved inventory tracking and security protocols.
III. Strict compliance with local zoning and public health ordinances.
IV. Establishment of a Responsible Vendor Program to ensure all employees meet the highest compliance and safety standards.

Operations & Management

I. Facility Design: Secure, customer-friendly layout optimizing traffic flow and product safety.
II. Security Measures: 24/7 surveillance, access controls, and trained security personnel.
III. Staffing & Training: Comprehensive training on compliance, customer service, and responsible sales.
IV. Technology Integration: Advanced POS and inventory systems for real-time reporting.
V. Community Engagement: Regular public education initiatives and partnerships to ensure the dispensary is integrated responsibly into the local economy.

This turnkey operational solution allows Brainerd to leverage our expertise while retaining full control and ownership, ensuring long-term sustainability and legal compliance.

---

5. Conclusion

Voyageur Cannabis Services is uniquely positioned to help Brainerd establish a municipally owned dispensary with no upfront financial burden while ensuring full regulatory compliance and operational efficiency. Our proposal offers a sustainable, compliance-first model that benefits both the city and its residents.

Unlike other proposals that introduce legal risks by attempting to bypass Minnesota's True Party of Interest (TPOI) regulations, Voyageur ensures full compliance by maintaining municipal ownership and providing expert operational support through a service-based agreement. This keeps Brainerd in full control while benefiting from the experience of a trusted, Minnesota-based cannabis consultancy.

We look forward to the opportunity to collaborate with Brainerd on this initiative. Please feel free to reach out with any questions or to discuss next steps.

Contact Information:

Patrick Hurley
Voyageur Cannabis Services
Email: phurley@voyageurcannabis.com
Phone: 218-341-3246

Attachments:

- Grand Rapids Dispensary Business Case (for reference)

Voyageur
CANNABIS SERVICES

Grand Rapid's Municipal Cannabis Dispensary

Strategy 2024

Content

i Executive Summary

ii Market Insights

iii Strategic Alignment

iv Financial Strategy

v Marketing and Growth Strategy

vi Organizational Structure

vii Implementation Timeline

viii Next Steps

Voyageur Cannabis Services

Who We Are

- Minnesota-based consulting and operational management firm specializing in cannabis projects.
- Backed by extensive experience in cannabis markets across multiple states, ensuring proven strategies tailored to unique regulatory landscapes.
- Dedicated to providing end-to-end solutions for municipalities and businesses.

Our Mission

To drive sustainable growth, regulatory compliance, and operational efficiency for cannabis enterprises.

Our Expertise

- **Consulting Services**: Strategy, compliance, and market analysis.
- **Operational Management**: Staff training, inventory control, and data management.
- **Facility Design**: Build-outs for cultivation, manufacturing, and retail.
- **Marketing and PR**: Full-scale digital and branding services.
- **Security and Supply Chain Solutions**: Advanced compliance and logistics systems.

Executive Summary

01

Executive summary

Grand Rapids has the potential to drive local economic development and enhance community safety through a managed cannabis dispensary

MN cannabis legalization is underway with an expanding market

As Minnesota embraces cannabis legalization, the market is poised for rapid expansion. The upcoming regulatory changes offer a unique window of opportunity for municipalities like Grand Rapids.

Under current regulations, municipalities are not subject to the lottery system for licensing, allowing them the right to obtain a license proactively. This positions Grand Rapids advantageously to control distribution, ensure responsible community integration, support local economic growth, and generate significant revenue for community projects

Opportunity for not only a business-venture but community based initiative

Our business plan outlines not just a financial opportunity but also a community-focused initiative.

By establishing a municipally managed dispensary, Grand Rapids can control distribution to ensure responsible community integration, support local economic growth, and generate significant revenue for community projects.

Grand Rapids **needs to act fast to ensure first mover** advantage and competitive edge

Immediate and strategic action is critical to secure a competitive advantage and maximize the benefits for the community.

Launching a municipal dispensary in 2025 will allow Grand Rapids to set standards and capitalize on early market entry.

Additionally, it's vital to consider the competitive pressures from neighboring areas and local businesses which also seek to enter the market. Proactive measures will ensure Grand Rapids becomes a leader in local cannabis and enhances community welfare.

.

Community and Economic Impact

Strategic benefits of a Municipal Dispensary

Enhanced Local Revenue

Generate significant tax and sales revenue to support Grand Rapid's projects and infrastructure.

Improved Public Health and Safety

Maintain public health and safety through regulated and responsible cannabis distribution.

Community Engagement and Development

Engage the local community by supporting local initiatives and creating job opportunities

Market Insights

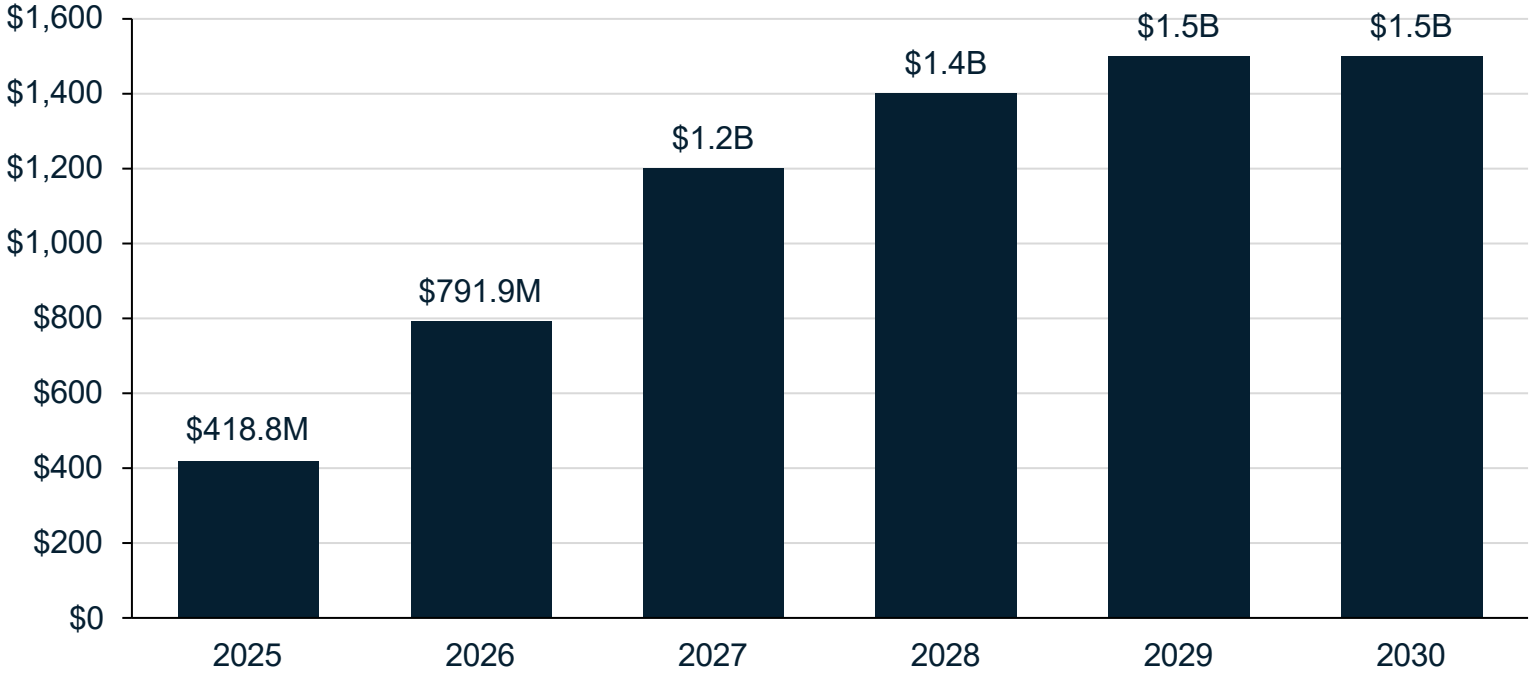
02

Minnesota's legal marijuana sales projected to reach $1.5B by 2029

Anticipated retail sales are expected to boom post-2025 legalization

Projected MN Adult-Use Cannabis Legal Sales

MN Sales Forecast, $M



Strong Industry Potential

- Minnesota's market is expected to follow several patterns established in other markets.
- Early market indicators suggest supply may lag demand
- Over 700k Minnesotans are expected to consume cannabis in any given month, accounting for 15% of total population 21 and over.

Source: Vicente LLP

By 2029, **Minnesota's** legal cannabis market could serve over 700k consumers

Expanding consumer base reflects diversified growth

Consumer Segments

Medical Marijuana Patients

Initially a stable consumer segment, will see shifts as recreational use becomes more mainstream.

MN Resident Adult Consumers

Significant growth expected as legalization matures, and stigma diminishes.

Border-State Consumers

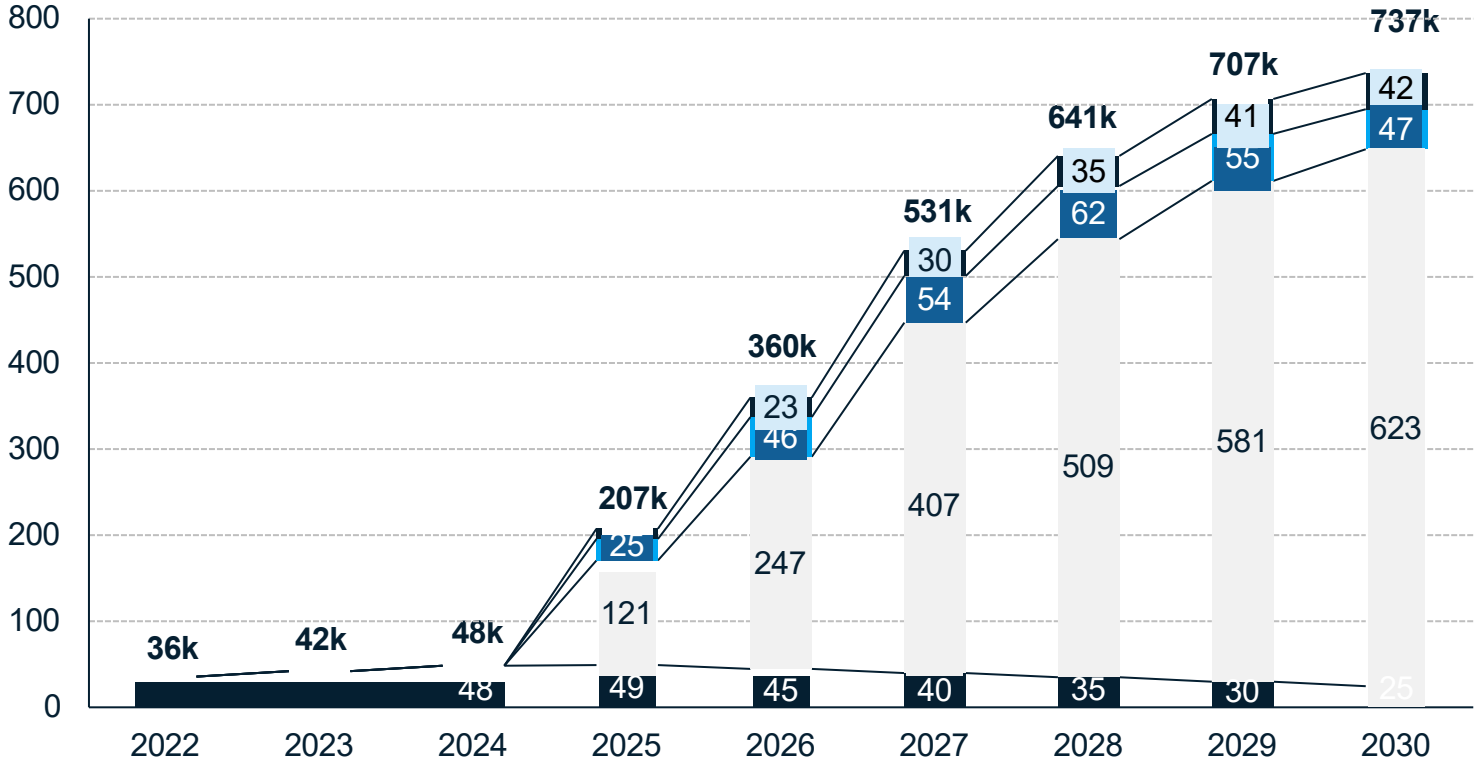
Neighboring state residents will contribute to Minnesota's immediate market growth.

Cannabis-Consuming Tourists

Potential boost to the market as tourism integrates with cannabis retail.

Legal-Market Consumers

Thousands



Source: Vicente LLP

Local Market Size and Potential in Grand Rapids, MN

Regional hub with a strong trade area attracting consumers from nearby towns and communities

Number of people in each potential target group
(Thousands)

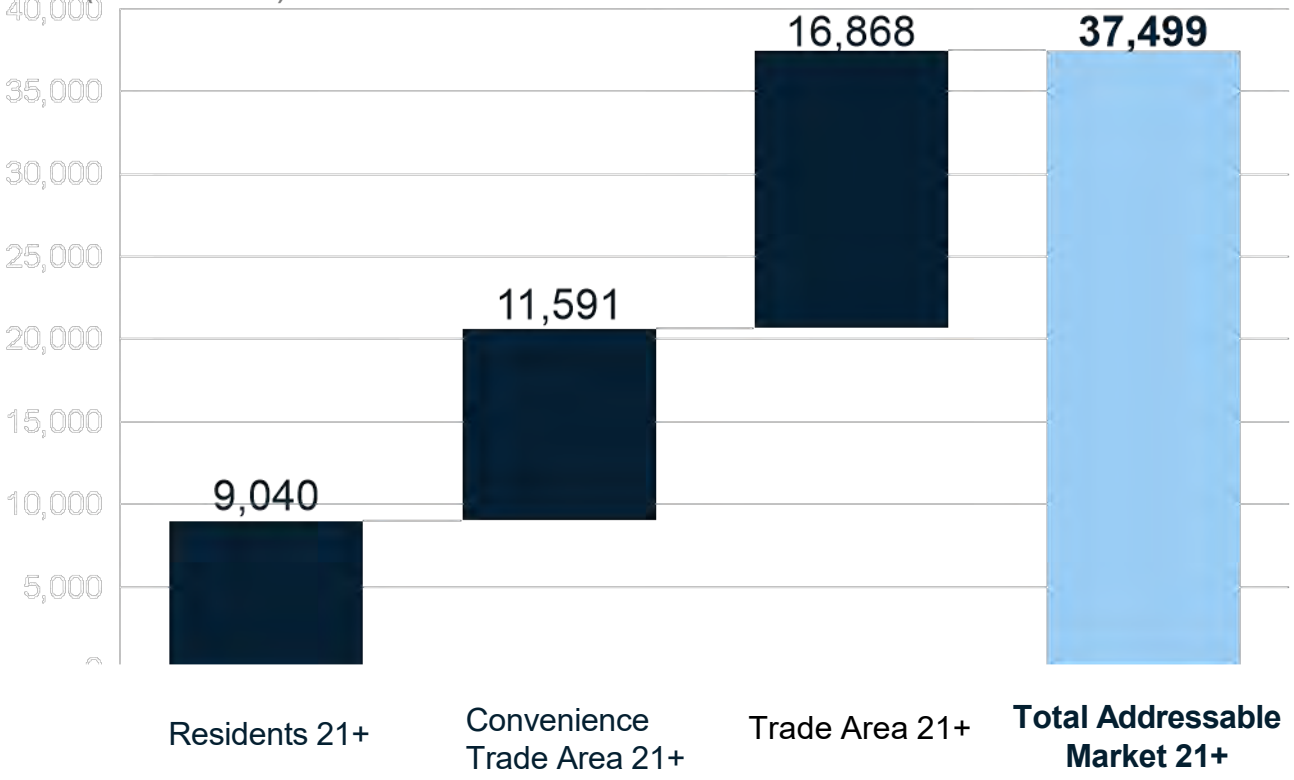


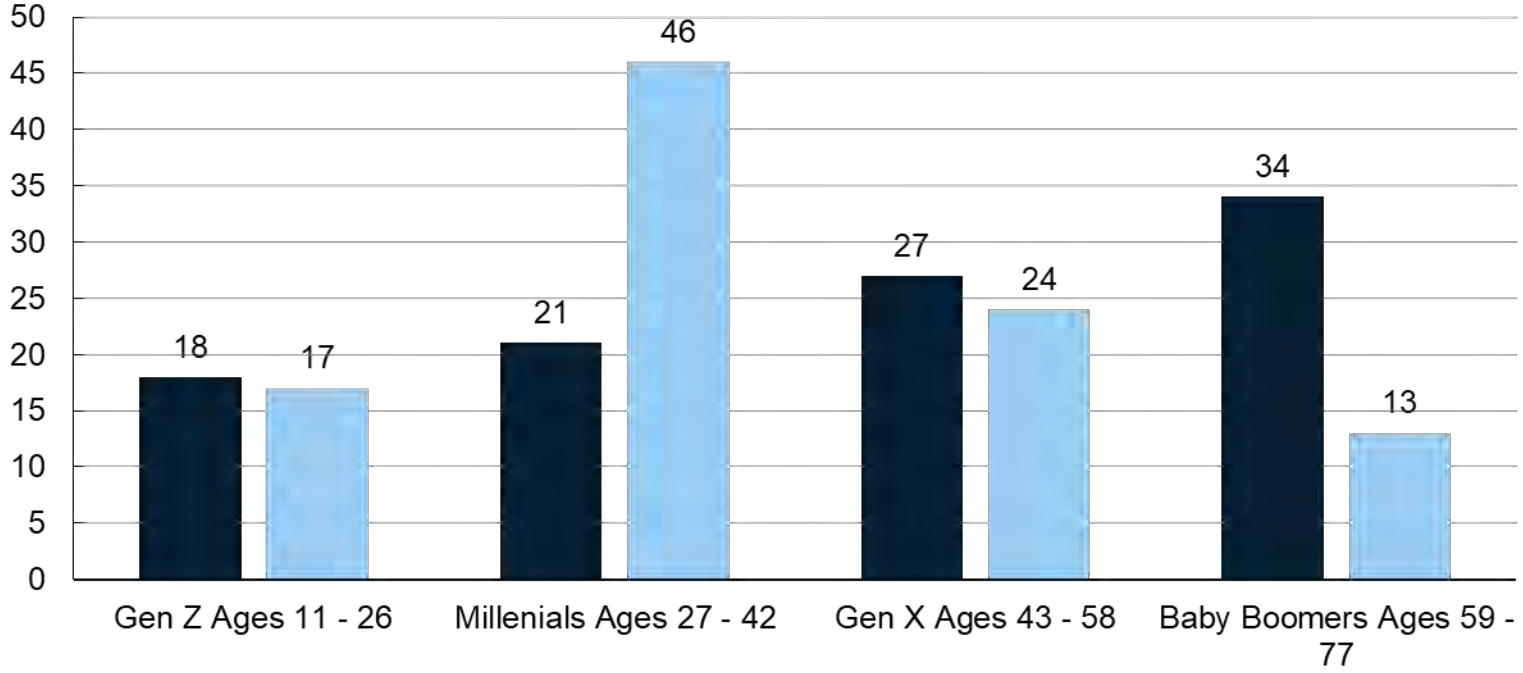
Figure 1: Grand Rapids Trade Areas

Source: MN Daily Traffic Reports
Internal Estimates

Comparative Analysis of Local Demographics Versus National Cannabis Consumption Trends

Demographic makeup aligns with national cannabis sales

Age Distribution Comparison



Target Customers

- Grand Rapids serves as a regional hub, attracting diverse age groups with varying cannabis consumption needs, from recreational users to those seeking medical benefits.
- 37% of U.S adults are ‘current customers’ – those who use at least annually and plan to use cannabis again in the future
- 43% of current consumers say a brick-and-mortar dispensary is their primary source for cannabis

Source: US Census Bureau, 2022
Headset Demographics Report, 2023

Strategic Alignment

03

Vision

The Grand Rapids municipal cannabis dispensary would not just a business venture but a community-focused initiative designed to enhance public safety, contribute significantly to our local economy, and uphold our community values.

Business and Municipal Goals for Grand Rapids

Community-focused initiative designed to enhance public safety, contribute economically, and uphold community values

Community Control and Regulation

- **Enforce Responsible Distribution** through municipal management with age and quality checks
- Enhance Community Safety

Economic Benefits Through Municipal Management

- Revenue Generation, projected to generate approximates $4M in revenue
- Economic driver for redevelopment in the area & Fund Local Initiatives

Sustainable and Competitive Business Practices

- Environmental Commitment
- Responsive Business Strategy to stay competitive and meet consumer needs

Regulatory Framework for Municipal Cannabis Operations

MINNESOTA
OFFICE OF
CANNABIS MANAGEMENT

Regulatory Considerations for Operations

Licensing and Regulation	Municipalities must obtain appropriate state and local licenses to operate a cannabis dispensary, which might include specific municipal requirements that control how many dispensaries can operate and where.
Taxation	Understand and implement the correct taxation framework for cannabis sales, which can be significantly higher than standard sales tax.
Safety and Compliance	Adhere to strict safety protocols for storage, handling, and selling of cannabis. This includes product testing, and facility security measures to maintain high safety standards.
Zoning and Land Use	Ensure that dispensaries are situated in appropriate areas that do not conflict with community planning or cause public concern.
Public Safety and Health	Enforce regulations that safeguard public health, such as restrictions on sale quantities, ensuring product quality, and monitoring consumption effects within the community.

Source: Minnesota Department of Cannabis Regulation

Operational Plan

04

Developing the business case for Grand Rapids's dispensary is based on six building blocks

Business case building blocks:

Net return	=	Estimated number of customers reached annually	X	Consumer retention rate and repeat purchases	X	Average basket size per purchase
Investment	=	Initial capital required for setup and launch	+	Infrastructure and technology investments (IT, security, POS systems etc.)	+	Continuous operational expenses

Key considerations for the business case outcomes:

- Develop a **skilled workforce** by properly identifying staffing needs, in-house training, and ensuring staff are well-versed on products
- Evaluate the **competitive landscape** to determine market share threats and opportunities
- **Ensure supply chain** to avoid stockouts and disruptions, especially in a newly legal market
- Maintain consistent adherence to all **regulatory requirements** to avoid penalties
- **Project financial sustainability** by comparing initial setup and operational costs against expected revenue streams

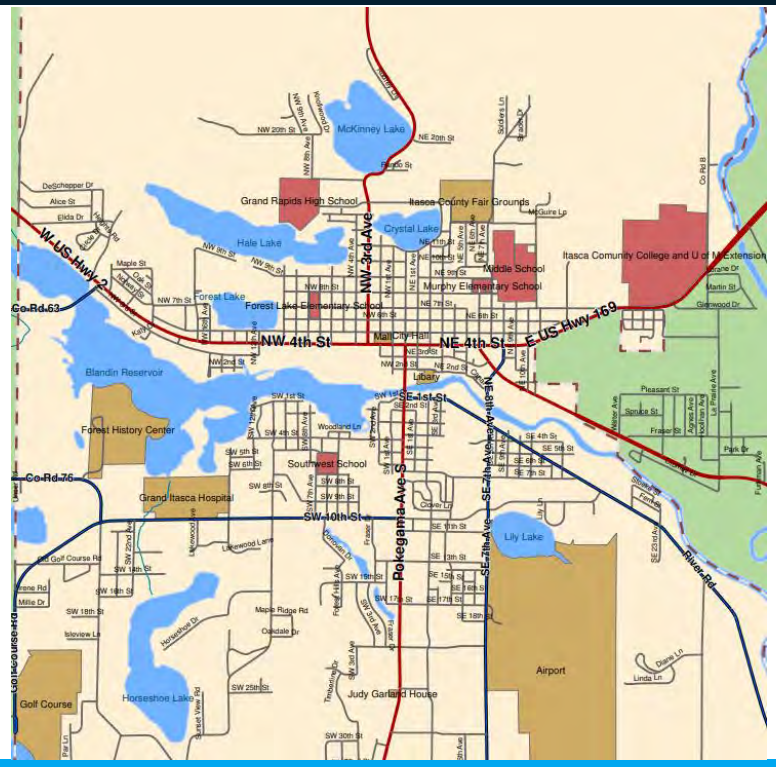
Business Model Overview

Operational model includes both storefront sales and potential for delivery services

	Revenue streams	Cost structure		
Storefront Sales	Primary retail cannabis sales offering a variety of products including flower, edibles, and more with competitive pricing	Staffing and Operations	Product Procurement and Inventory Management	Facility and Utility Expenses
Delivery Services	Potential plans for a delivery service that extends dispensary's reach to customers preferring home delivery	Delivery Infrastructure	Technology and Security	Licensing and Insurance

Store Location, Facilities and Utility Expenses

Building Design/Layout Planning



Considerations

- Recommend prioritizing strategic location that offers optimal access to both local residents and commuters
- Design renovations with **security needs and integrations** in mind, including secure entry points, surveillance integration, and secure product storage solutions
- **Rent or Purchase Cost**
  - Cost varies based on location and property size
  - Local market rates estimate retail space from $12 to $14 per square foot
  - Estimate $28K/year in rent based off 2,000 sqft
- **Buildout and Renovation Cost**
  - Depending on state of leased or purchased property, estimated buildout cost is **$250-$500K** to give a proper renovation for a dispensary

$250 - $500K Dispensary Buildout Cost

Store Location, Facilities and Utility Expenses

Tenant

- The city assumes the role of a tenant, leasing the dispensary property.
- No upfront capital investment required for build-out or renovations.
- Monthly rent payments provide predictable and manageable costs.
- Allows the city to focus on oversight without operational or facility management responsibilities.
- Generates tax revenue from the dispensary without the financial burden of property ownership.

Operator

- A third-party operator handles all dispensary operations, including staffing, inventory, and compliance.
- Ensures adherence to local and state regulations regarding cannabis sales and distribution.
- Provides security, supply chain management, and retail customer service.
- Offers professional management expertise to maximize revenue potential and minimize risks.
- Regularly reports to the city for transparency and oversight.

Facility

- The building owner funds and executes the full build-out of the dispensary.
- Ensures the facility meets all cannabis compliance, security, and operational requirements.
- Leases the completed facility to the city under a fixed or adjustable rental agreement.
- Handles ongoing maintenance and facility upgrades as part of the lease.
- Provides the city with a ready-to-operate dispensary with no upfront costs.

Alternative Option – Outsource Facility Development and Operations to a Third Party

Comprehensive Security Measures Are Necessary for Dispensary Safety and Compliance

Security Infrastructure and Systems

- Design and build with security as a primary focus, featuring hardened ceilings and **specialized construction materials**
- **Advanced systems** with perimeter alarms, motion detectors and sophisticated surveillance systems, ensuring multiple camera views

Durable construction and advanced surveillance

Operational Security and Compliance

- Personnel and access control, employ **armed security** at strategic locations, with badge-access control systems for sensitive areas
- Regulatory adherence with systems and protocols designed to exceed state and local regulatory requirements to ensure compliance

Trained personnel and strict access control

Technological Enhancements and Security Innovations

- State-of-the-art intrusion **surveillance and alarm enhancements** with batter backups to maintain operational integrity
- **Security integration** with technological innovations like body cameras for curbside pickup and deliveries

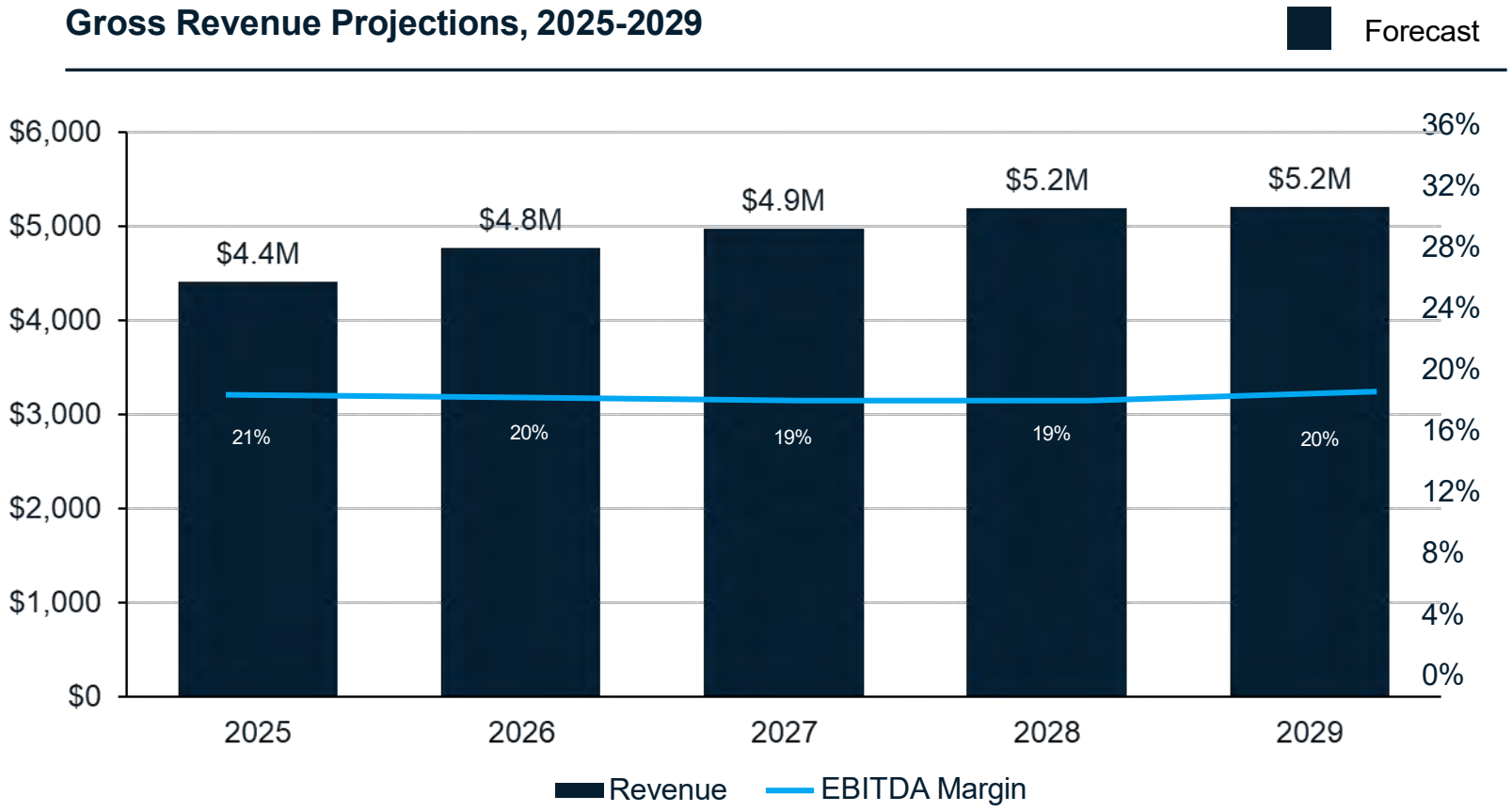
Financial Strategy

05

Expanding Revenue Trajectory for Grand Rapid's Cannabis Market

Forecasted growth reflects strong market adoption

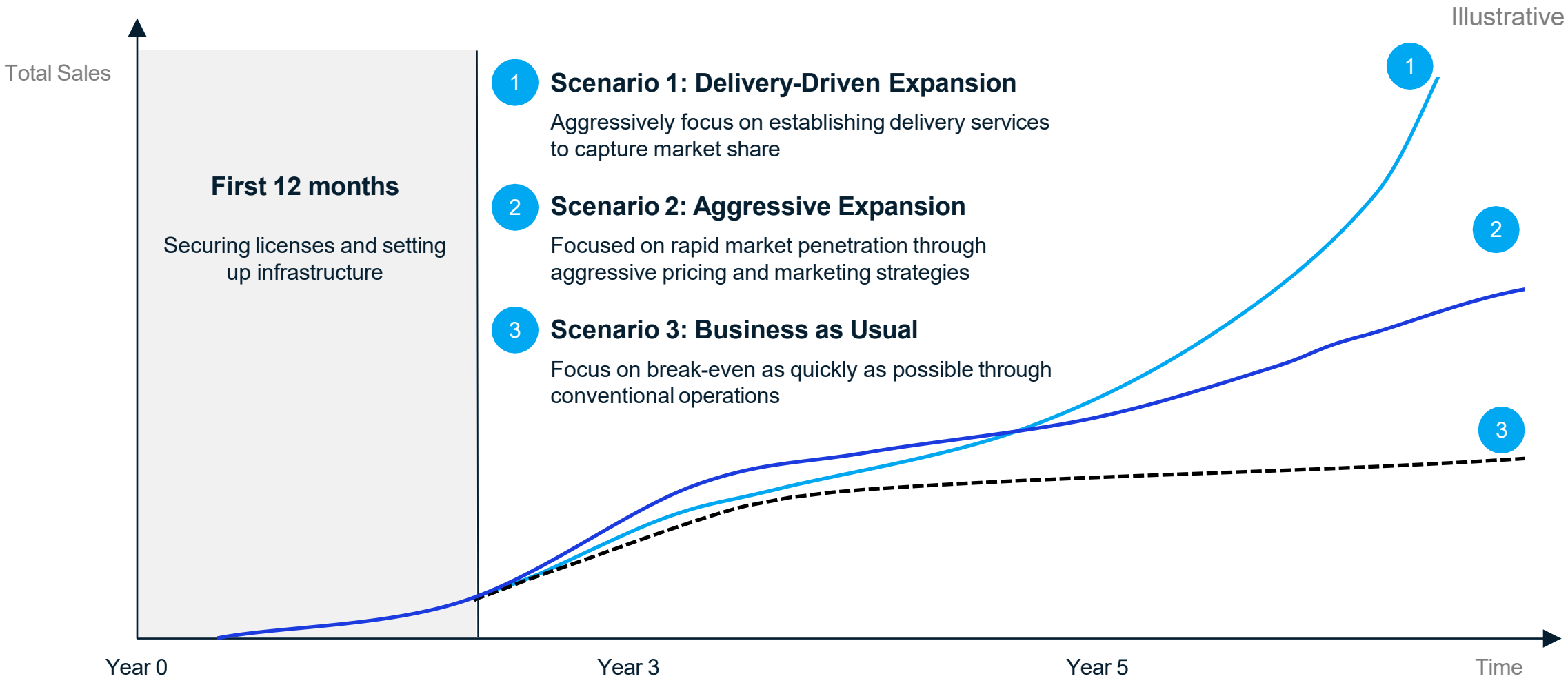
Gross Revenue Projections, 2025-2029



Consistent Growth Expectations

- Revenue is forecasted for immediate growth and market adoption, with Year 1 estimates exceeding $4M
- Initial sharp increase in revenue remains consistent and levels out once the market matures
- Consistent EBITDA margins highlight efficient operational management and cost control
- Strong revenue coupled with stable EBITDA margins suggests a sustained demand for cannabis, underpinning financial viability and potential success of the municipal dispensary

Different ambition scenarios exist for a municipal dispensary



Source: Internal Projections

Details: Business case

Note: See full business case in attached Excel

Grand Rapids MN Dispensary

Consolidated Dispensary

5 Year Projection

	Year 1	Year 2	Year 3	Year 4	Year 5
Dispensary Income:					
Flower	3,096,728	3,098,066	2,989,742	2,859,754	2,859,754
MIP	1,235,503	1,591,930	1,898,486	2,241,007	2,241,007
Others/CBD	41,117	77,468	80,989	84,510	84,510
Revenues	**4,403,808**	**4,767,464**	**4,969,218**	**5,185,271**	**5,185,271**
% Increase YoY				4%	0%
Direct COGS	**2,109,798**	**2,284,365**	**2,381,238**	**2,485,114**	**2,485,114**
Gross Margin at Standard	**2,294,010**	**2,483,098**	**2,587,980**	**2,700,157**	**2,700,157**
% of Revenue	52.1%	52.1%	52.1%	52.1%	52.1%
Other COGS	174,567	174,567	174,567	178,058	181,619
Total 280E Deductible	174,567	174,567	174,567	178,058	181,619
% of Revenue	4.0%	3.7%	3.5%	3.4%	3.5%
Wages and Labor - 280E Non Deductible	524,727	535,143	535,143	542,936	545,533
Other Expenses - 280E Non-Deductible	423,820	423,820	423,820	432,296	440,942
Total 280E Non-Deductible	948,547	958,963	958,963	975,232	986,475
% of Revenue	21.5%	20.1%	19.3%	18.8%	19.0%
EBITDA	**1,170,897**	**1,349,569**	**1,454,450**	**1,546,867**	**1,532,063**
% of Revenue	26.6%	28.3%	29.3%	29.8%	29.5%
Income Tax (NIBT + Non-Deductible costs)	0	0	0	0	0
Net Income	**1,170,897**	**1,349,569**	**1,454,450**	**1,546,867**	**1,532,063**
% of Revenue	26.6%	28.3%	29.3%	29.8%	29.5%
% to revenue	52.1%	52.1%	52.1%	52.1%	52.1%

Revenue uncertainty driven by:

- Competition and market dynamics could impact market share and pricing strategies
- Legislative adjustments or changes in cannabis regulation could alter operational capabilities
- Shifts in consumer preferences towards products and consumption methods

Cost uncertainty driven by:

- Real estate market conditions could affect rental or purchase prices
- Volatility in wholesale prices
- Competitive labor markets and the need for specialized staff
- Vendors, Software and Technology selection

Details: Business case

Note: See full business case in attached Excel

Grand Rapids MN Dispensary Scenario 2

Consolidated Dispensary

5 Year Projection

	Year 1	Year 2	Year 3	Year 4	Year 5
Dispensary Income:					
Flower	2,252,430	2,295,386	2,236,530	2,071,733	2,071,733
MIP	898,654	1,179,475	1,420,196	1,623,485	1,623,485
Others/CBD	29,931	57,397	60,585	61,223	61,223
Revenues	**3,203,146**	**3,532,257**	**3,717,311**	**3,756,441**	**3,756,441**
% Increase YoY				1%	0%
Direct COGS	**1,534,578**	**1,692,507**	**1,781,327**	**1,800,327**	**1,800,327**
Gross Margin at Standard	**1,668,567**	**1,839,750**	**1,935,984**	**1,956,114**	**1,956,114**
% of Revenue	52.1%	52.1%	52.1%	52.1%	52.1%
Other COGS	158,367	158,367	167,817	171,173	174,596
Total 280E Deductible	158,367	158,367	167,817	171,173	174,596
% of Revenue	4.9%	4.5%	4.5%	4.6%	4.6%
Wages and Labor - 280E Non Deductible	524,727	535,143	535,143	542,936	545,533
Other Expenses - 280E Non-Deductible	407,620	407,620	417,070	425,411	433,919
Total 280E Non-Deductible	932,347	942,763	952,213	968,347	979,452
% of Revenue	29.1%	26.7%	25.6%	25.8%	26.1%
EBITDA	**577,854**	**738,621**	**815,954**	**816,594**	**802,065**
% of Revenue	18.0%	20.9%	22.0%	21.7%	21.4%
Income Tax (NIBT + Non-Deductible costs)	0	0	0	0	0
Net Income	**577,854**	**738,621**	**815,954**	**816,594**	**802,065**
% of Revenue	18.0%	20.9%	22.0%	21.7%	21.4%
% to revenue	52.1%	52.1%	52.1%	52.1%	52.1%

Revenue uncertainty driven by:

- Market competition reducing potential revenue and impacting pricing flexibility
- Legislative adjustments or changes in cannabis regulation could alter operational capabilities
- Shifts in consumer preferences towards products and consumption methods

Cost uncertainty driven by:

- Real estate market conditions could affect rental or purchase prices
- Volatility in wholesale prices
- Competitive labor markets and the need for specialized staff
- Greater emphasis on marketing and technology solutions to differentiate

Marketing and Growth Strategy

06

Marketing Strategies for Cannabis Dispensary

Leverage compliant tactics for engagement and growth

Loyalty and Referral Programs	Develop a loyalty program that rewards repeat customers
Community Engagement	Utilize local events, educational workshops, and partnerships to increase brand visibility
Content and Education	Produce quality cannabis content, through newsletters, email list and a blog on the dispensary's website
Organic SEO	Focus on optimizing web content for search engines to enhance online visibility, also a strong Google My Business listing encouraging reviews
Target Local Advertising	Implement local advertising through permissible mediums like billboards, print media, and community events
Social Media	Engage customers through regular updates and interactive content on platforms like Instagram and Facebook, adhering to platform guidelines

Marketing Plan for Municipal Dispensary

Phased marketing approach for growth and integration

1

Foundation and Digital Infrastructure

- Develop loyalty and referral programs
- Website development and SEO
- Content Creation and Local Advertising

2

Expansion and Engagement

- Enhance Organic SEO and Social
- Scale Local Advertising and Loyalty
- Launch community engagement

3

Optimization and Long-term Growth

- Advanced Digital Marketing Tactics
- Fine tune marketing and analytics through CRM

Organizational Structure

07

Proposed Municipal Dispensary Organizational Structure

Role to potentially be filled by internal candidate

Role likely be filled by new external hire

Municipal Dispensary

Leadership

Oversees dispensary operations, planning and compliance

- Dispensary Director

Administration and Compliance

Administrative functions, internal coordination and regulatory requirements

- Admin Officer
- Compliance Officer

Inventory and Fulfillment

Controls inventory, product, distribution and customer orders

- Inventory Manager
- Fulfillment Technician

Sales and Customer Service

Instore customer service, product education, and customer reception

- Receptionist
- Budtenders

Security and IT Support

Implements and monitors security protocols, manages tech and supporting systems

- Security Coordinator
- IT Specialists
- In-Store Security

Marketing and Community Outreach

Marketing and advertising strategies, and community engagement

- Marketing Specialists
- Community Coordinator

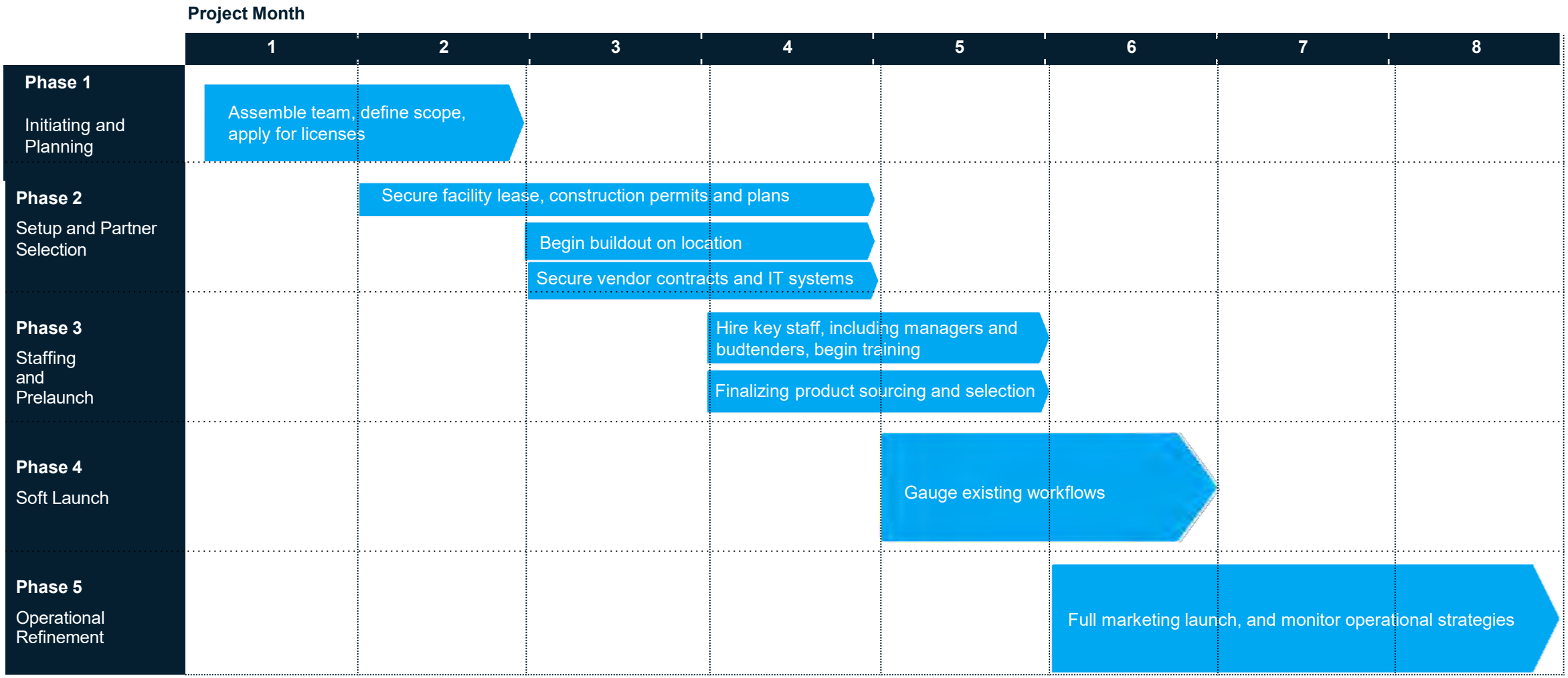
Voyageur Services is uniquely positioned and committed to being a strategic partner for Grand Rapid's Dispensary

What we bring	What it means
Industry Expertise and Regulation Navigation	**What we bring:** Extensive experience in owning and managing all facets of the cannabis business from cultivation to sales, combined with deep regulatory knowledge.[Insert brief description of what this means and how you demonstrate that value proposition. **What it means:** We provide expert guidance to navigate complex regulatory environments, ensuring your municipal dispensary remains compliant while maximizing operational efficiency.
Strategic Guidance and Operational Best Practices	**What we bring:** Proven track record of applying industry best practices and innovative solutions tailored to the specific needs of the cannabis sector. **What it means:** Leverage our strategic insights to refine your operational processes and adopt cutting-edge technology solutions that enhance product and sales effectiveness.
Partnership and Network Expansion	**What we bring:** Established relationships with key industry players and a broad network that supports market entry and expansion. **What it means**: Gain access to a trusted network of partners and accelerate your market presence, benefiting from our reputation as reliable long-term partners to expedite your learning curve and identify emerging opportunities.

Implementation Timeline

08

Milestones and Timeline for Dispensary Launch



Conclusion and Next Steps

09

Proposed next steps

Ensuring smooth implementation and stakeholder alignment

- Detail and finalize security measures, incorporating advanced technology and ensuring regulatory compliance.
- Implement comprehensive training programs for staff on operational procedures and customer service.
- Start community outreach programs to build relationships and improve public perception.
- Roll out digital and community-based marketing strategies to build awareness and attract customers.
- Conduct a phased opening of the store, starting with a soft launch to refine processes, followed by a full public launch.

Appendix

Trusted Vendors and Technology Partners To Help Achieve Dispensary Goals

Selecting the best partners for optimized operations

OpenEye®
The Cloud Video Platform

Treez.io POS System

- Treez.io POS Systems ensures efficient transaction handling and inventory management with a point-of-sale system tailored for cannabis retail complexities

VFI Edge Ecommerce

- VFI Edge Ecommerce provides a seamless online shopping experience, allowing customers to browse products, make purchases and schedule pickups or deliveries

Alpine IQ CRM

- Alpine IQ CRM offers customer relationship management solutions designed to enhance customer engagement and loyalty through targeted marketing and analytics

OWS OpenEye Video Security

- OWS OpenEye Security Video delivers security and surveillance capabilities, ensuring compliance with regulations and safeguarding our assets

Trusted Vendors and Technology Partners To Help Achieve Dispensary Goals

Selecting the best partners for optimized operations

Cannveya Logistics

- Cannveya Logistics manages logistics and supply chain challenges, optimizing distribution and transportation of cannabis products

Metrc Tracking System

- Implements state-mandated seed-to-scale tracking, ensuring compliance with regulatory bodies and streamlining reporting processes

Oriel TV In-Store Displays

- Oriel TV In-Store Displays enhances the in-store experience with dynamic digital displays that provide educational content and promote current offerings and products

VPI Tech Website Development

- VPI Technology can develop cannabis specific websites that are intuitive, visually appealing and support any brand's digital footprint

Capital allocation

Total estimated investment costs are >$500K USD over five years

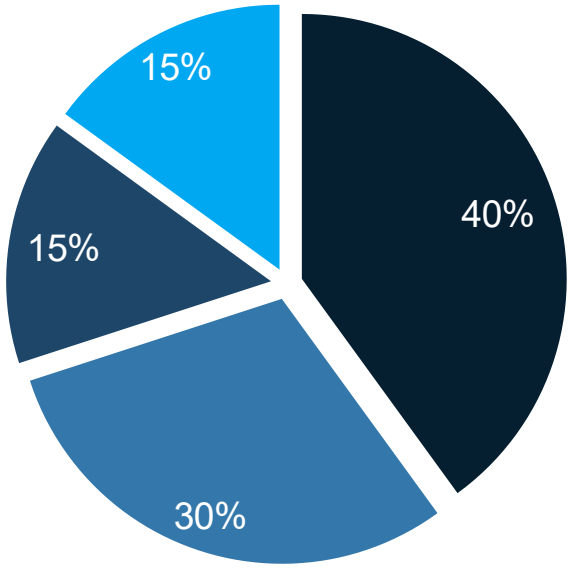
Decision to start Dispensary

	Pre-analysis	Phase 1	Phase 2	Phase 3
	0-2 months	$80 - 100K USD 3-6 months	$150 – 250k USD 7-12 months	$250K USD 1-2 years
Details		• Funds allocated to secure a lease, minor renovations, basic furniture, branding, license acquisition and legal fees	• Purchasing inventory, finalizing construction buildout, setting up security and IT systems, hiring initial staff necessary for operations	• Operational phase of staffing, stocking, and daily operations. Inventory diversification, and operational refinements
Estimated resource need		• 1 FTE or project manager • Contractor, legal advisor	• Store Manager • 4 Sales Associates • IT Setup	• Continual contracted support • Additional sales associates
Guiding KPIs for decision		GO/ NO-GO • Regulatory landscape • Lease agreement • Business plan feasibility and risk assessment	GO/ NO-GO • Operational readiness with inventory and staff • Completion of buildout • Operational security and IT	GO/ NO-GO • Store opening • Customer base development • Meeting or exceeding revenue targets

Investment and Cost Allocation for Dispensary Operations

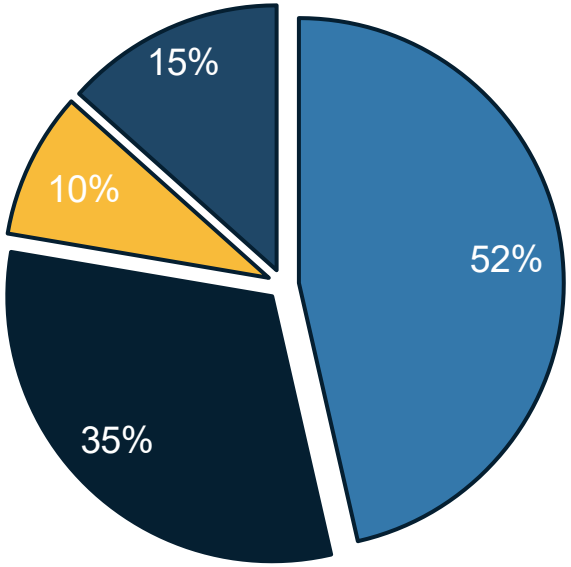
Resources for initial setup and long-term phases

Expected cost split in Phase 1
% of total costs



Lease and Renovation | It and Security Setup | Licensing and Legal Fees | Furniture and Branding

Expected cost split in Phase 3 and beyond
% of total costs



Inventory Purchases | Staffing and Salaries | Marketing and Customer Acq. | IT and Security Updates

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: League of MN Cities Insurance Trust (LMCIT) Premium Renewal March 2025-February 2026

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: Ms. Kelly Masche and Mr. Nate Oland will be joining the meeting to present the 2025-2026 property insurance renewal information. Information is attached for your review.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The City's insurance policy did not lapse; we have had continuous insurance coverage. More time was needed to assemble the renewal information.

The Council budgeted $216,232 for the City for 10 months in 2025. This was a budgeted 7.43% increase. The actual increase for the City portion of the premium is 7.82%, and a 3.48% overall increase in the policy.

RECOMMENDED ACTION/MOTION: Approve the insurance renewal from LMCIT for the period of March 1, 2025-February 28, 2026.

FINANCIAL IMPACT:

Weizenegger
Engel
Insurance

COMMERCIAL INSURANCE PACKAGE
PREPARED FOR:

City of Brainerd
Brainerd Public Utilities
Brainerd-Crow Wing County Transit

Prepared by: Nate Oland and Kelly Masche

WEIZENEGGER ENGEL INSURANCE

15616 Edgewood Drive, Suite 200, Baxter MN 56425 I PH: 888-829-4721

Weizenegger
Engel
Insurance

March 28, 2025

Brainerd City Council
City of Brainerd
Brainerd Public Utilities
501 Laurel Street
Brainerd MN 56401

RE: LMCIT Insurance Renewal

Dear Council Members,

Enclosed is the City of Brainerd's renewal premium summary, along with a comparative premium breakdown for each department.

The premium is based on the policy term 03/01/2025 – 03/01/2026 and the comparison is an annualized premium, from 03/01/2025 – 03/01/2026. The overall premium is up 3.48% from the expiring term; Please keep in mind that the League of Minnesota Cities does not make premium adjustments for mid-term changes

Please take note of the LMC rate and coverage changes

Please reach out if you have any questions or concerns.

Regards,

Nathan S Oland, AIC, LUTCF
O: 218-829-4721
C: 507-363-6344
E: NSOLAND@WE-INS.COM

Kelly Masche, CIC, AIS, ACS, AINS
O: 218-454-4243
C: 507-213-9000
E: KJMASCHE@WE-INS.COM

PREMIUM SUMMARY

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
- All Departments Combined -
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

COVERAGE	RENEWAL PREMIUM 2024-2025	RENEWAL PREMIUM 2025-2026
Building, Contents & PPO	$259,832	$268,536
Equipment - Mobile Property	$14,226	$13,266
Municipal Liability	$132,471	$138,954
Public Officials E&O	Included	Included
Automobile	$62,569	$64,462
Blanket Employee Bond	$2,238	$2,347
Equipment Breakdown	$21,846	$21,040
Open Meeting Law	Included	Included
Cyber - 1st party coverage	$4,368	$6,028
Fireworks Sponsorship	$0	$250
TOTAL ANNUAL PREMIUM	**$497,550**	**$514,883**

Renewal Summary

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

2020 LMCIT P&C dividend paid $25,941.
2021 LMCIT P&C dividend paid $70,549.
2022 LMCIT P&C dividend paid $48,959.
2023 LMCIT P&C dividend paid $14,534
2024 LMCIT P&C dividend paid $15,750.
2024 LMCIT Work Comp dividend paid $28,569.

Unscheduled equipment rating basis increased by:	$48,301
BPU unscheduled equipment rating basis increased by:	$39,839

Overall autos increased by 3
BPU overall autos increased by 4

Overall property limits were increased by 4%
Annex building placed on agreed value with special endorsement added

Mobile Property premium is down due to rate decreases

Cyber First Party limits increased from $250,000 to $500,000

Municipal Liability premium up due to experience mod

Auto premium up due to changes in vehicles

Bond premium is up due to a change in the deductible credit

Equipment Breakdown premium is down primarily due to rate decreases

Cyber and bond premiums have been allocated by
department employee count

Property Coverage Summary

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

Coverage Form: Special Causes of Loss

Reproduction Cost Coverage is provided for the following locations
Location 1 - City Hall
Location 3 - Laurel & civic Lights/Welcome sign
Location 4 - Historic Water Tower
Location 47 – Public Library

Vacant Properties:
City Hall Annex

Property Deductible:	**$5,000**	
		Deductible
Crime: Limit per Occurrence	$250,000	$500 per occurrence
Fraudulent Instruction Loss sublimit	$50,000	
Bond: Limit per Occurrence	$1,000,000	$1,000 per occurrence
First Party Cyber:	$500,000	$500 per occurrence
Extraordinary Expense:	$250,000	N/A
Petrofund: Aggregate	$250,000	N/A
Equipment Breakdown:	$100,000,000	$1,000 per accident

MUNICIPAL LIABILITY COVERAGE

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

COVERAGE WRITTEN ON: Claims Made Form

LIMITS OF LIABILITY:

Per Occurrence Limit	$2,000,000	
Products Limit	$3,000,000	Annual Aggregate
Failure to Supply Claim Limit	$3,000,000	Annual Aggregate
EMF Claim Limit (electromagnetic fields)	$3,000,000	Annual Aggregate
Medical & Related Expense Limit	Not Covered	
Limited Contamination Liability	$3,000,000	Per Sudden Occ.
Outside Organization Claim Limit	$100,000	Annual Aggregate
System Security Breach	$3,000,000	Annual Aggregate
Land Use & Special Risk Litigation	$1,000,000	Annual Aggregate
Sexual Abuse Claim	$3,000,000	Annual Aggregate
Wildfire Claim	$3,000,000	Annual Aggregate
Data Security Breach liability	$2,000,000	occurrence
PCI Fines, penalties, assessments sublimit	$250,000	part of occurrence
Municipal Liability Deductible:	**$1,000**	

MISC. COVERAGE:

Errors & Omissions (incl. Airport)	Included - no exclusion	
Defense Cost Reimbursement Expense	$50,000	Annual Aggregate Per City Official
	$250,000	Annual Aggregate

MUNICIPAL AUTOMOBILE COVERAGE

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

Automobile Liability	$2,000,000	Per Occurrence
Basic Economic Loss Benefits	MN Statutory	PIP
Uninsured & Underinsured Motorist	$200,000	Per Occurrence
Automobile Physical Damage	Actual Cash Value (unless endorsed)	
Hired & Non-Owned Automobile	$2,000,000	
Scheduled Non-Owned auto Liability	10	City admin employees
Automobile Deductible:	**$1,000**	

ADDITIONAL CONSIDERATIONS

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT
League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

Excess Liability Quote:
$1,000,000 Excess Liability $41,885.

The City of Brainerd has elected to not waive the statutory limits, therefore the cities liability is limited by the MN statue to no more than $500,000 per claimant and $1.5 million per occurrence for tort liability claims. The trusts excess liability policy would extend coverage for non-tort liability claims that would exceed this amount.

MN Statue reference:
https://www.revisor.mn.gov/statutes/cite/466.04

PREMIUM SUMMARY COMPARISON

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES
CROW WING PUBLIC TRANSIT

League of Minnesota Cities Insurance Trust
March 1, 2025 to March 1, 2026

Dept.	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
	Property	Property	Unscheduled	Unscheduled	Scheduled	Scheduled	Municipal	Municipal	Open MTG	Open MTG
			Equipment	Equipment	Equipment	Equipment	Liability	Liability	Law	Law
City	$28,412.00	$42,187.00	$52.00	$49.00	$0.00	$0.00	$22,087.40	$22,609.66	$0.00	$0.00
Str/Swr	$5,330.00	$5,082.00	$5,261.00	$4,896.00	$278.00	$275.00	$11,139.94	$13,146.68	$0.00	$0.00
Police	$5,008.00	$5,494.00	$938.00	$873.00	$0.00	$0.00	$64,771.13	$65,951.29	$0.00	$0.00
Fire	$5,236.00	$5,101.00	$1,042.00	$970.00	$0.00	$0.00	$1,541.69	$1,594.26	$0.00	$0.00
Library	$8,970.00	$8,701.00	$0.00	$0.00	$0.00	$0.00	$121.56	$120.84	$0.00	$0.00
Park	$21,215.00	$20,724.00	$313.00	$291.00	$0.00	$0.00	$2,192.37	$2,378.89	$0.00	$0.00
EDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$116.44	$144.48	$0.00	$0.00
Airport	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00	$500.00	$0.00	$0.00
SubT	**$74,171.00**	**$87,289.00**	**$7,606.00**	**$7,079.00**	**$278.00**	**$275.00**	**$102,470.53**	**$106,446.10**	**$0.00**	**$0.00**
Transit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,396.77	$1,457.41	$0.00	$0.00
SubT	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,396.77**	**$1,457.41**	**$0.00**	**$0.00**
BPU	$185,661.00	$181,247.00	$6,274.00	$5,837.00	$68.00	$75.00	$28,603.70	$31,300.49	$0.00	$0.00
SubT	**$185,661.00**	**$181,247.00**	**$6,274.00**	**$5,837.00**	**$68.00**	**$75.00**	**$28,603.70**	**$31,300.49**	**$0.00**	**$0.00**
TOTAL	**$259,832.00**	**$268,536.00**	**$13,880.00**	**$12,916.00**	**$346.00**	**$350.00**	**$132,471.00**	**$139,204.00**	**$0.00**	**$0.00**

Dept.	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025
	Auto	Auto	Auto	Auto	Bond	Bond	Equipment	Equipment	1st Pary Cyber	1st Pary Cyber
			HNO/Primary	HNO/Primary			Breakdown	Breakdown		
City	$1,591.00	$2,661.00	$129.88	$130.38	$369.91	$368.54	$1,302.68	$1,341.26	$721.99	$946.55
Str/Swr	$6,928.00	$7,146.00	$5.55	$5.75	$147.97	$155.17	$456.31	$440.65	$288.79	$398.55
Police	$28,750.00	$28,370.00	$22.91	$23.73	$610.36	$640.09	$401.51	$415.75	$1,191.27	$1,644.00
Fire	$7,674.00	$7,363.00	$2.08	$2.16	$55.49	$58.19	$386.30	$372.94	$108.30	$149.45
Library	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$614.45	$594.48	$0.00	$0.00
Park	$2,774.00	$3,376.00	$4.86	$5.03	$129.47	$135.78	$629.31	$629.36	$252.69	$348.73
EDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Airport	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SubT	**$47,717.00**	**$48,916.00**	**$165.28**	**$167.05**	**$1,313.20**	**$1,357.77**	**$3,790.56**	**$3,794.44**	**$2,563.04**	**$3,487.28**
Transit	$0.00	$0.00	$0.69	$0.72	$18.50	$38.79	$0.00	$0.00	$36.10	$99.64
SubT	**$0.00**	**$0.00**	**$0.69**	**$0.72**	**$18.50**	**$38.79**	**$0.00**	**$0.00**	**$36.10**	**$99.64**
BPU	$14,652.00	$15,343.00	$34.03	$35.23	$906.30	$950.44	$18,055.44	$17,245.56	$1,768.86	$2,441.08
SubT	**$14,652.00**	**$15,343.00**	**$34.03**	**$35.23**	**$906.30**	**$950.44**	**$18,055.44**	**$17,245.56**	**$1,768.86**	**$2,441.08**
TOTAL	**$62,369.00**	**$64,259.00**	**$200.00**	**$203.00**	**$2,238.00**	**$2,347.00**	**$21,846.00**	**$21,040.00**	**$4,368.00**	**$6,028.00**

Dept.	2024	2025		Coverage	2024	2025				
	Premium	Premium		Property	$259,832.00	$268,536.00				
City	$54,666.86	$70,293.39		Unscheduled Equip	$13,880.00	$12,916.00				
Str/Swr	$29,835.56	$31,545.80		Scheduled Equip	$346.00	$350.00				
Police	$101,693.18	$103,411.86		Municipal liability	$132,471.00	$139,204.00				
Fire	$16,045.86	$15,611.00		Open MTG Law	$0.00	$0.00				
Library	$9,706.01	$9,416.32		Auto	$62,369.00	$64,259.00				
Park	$27,510.70	$27,888.79		HNO Auto	$200.00	$203.00				
EDA	$116.44	$144.48		Bond	$2,238.00	$2,347.00				
Airport	$500.00	$500.00		Equip Breakdown	$21,846.00	$21,040.00				
SubT	**$240,074.61**	**$258,811.64**		Cyber	$4,368.00	$6,028.00				
				Total	**$497,550.00**	**$514,883.00**				
Transit	$1,452.06	$1,596.56								
SubT	**$1,452.06**	**$1,596.56**								
BPU	$256,023.33	$254,474.80								
SubT	**$256,023.33**	**$254,474.80**								
TOTAL	**$497,550.00**	**$514,883.00**								

COVERAGE SUMMARY COMPARISON

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES
CROW WING PUBLIC TRANSIT

League of Minnesota Cities Insurance Trust

Dept.	2024	2025	Difference	2024	2025	Difference	2024	2025	Difference	2024	2025	Difference
	Property Limits	Property Limits		Unscheduled	Unscheduled		Scheduled	Scheduled		Auto	Auto	
	BLDG - BPP - PPO	BLDG - BPP - PPO		Equipment	Equipment		Equipment	Equipment		# of Units	# of Units	
City	13,364,697	14,949,398	1,584,701	12,730	13,061	331	-	-	-	**5**	**8**	**3**
Str/Swr	4,681,406	4,911,372	229,966	1,284,911	1,318,319	33,408	-	275	275	**17**	**18**	**1**
Police	4,119,201	4,633,874	514,673	229,135	235,092	5,957	-	-	-	**19**	**19**	**0**
Fire	3,963,138	4,156,740	193,602	254,594	261,213	6,619	-	-	-	**20**	**22**	**2**
Library	6,303,825	6,625,952	322,127	-	-	-	-	-	-	**0**	**0**	**0**
Park	6,456,318	7,014,633	558,315	76,379	78,364	1,985	-	-	-	**10**	**10**	**0**
EDA	-	-	-	-	-	-	-	-	-	**0**	**0**	**0**
Airport	-	-	-	-	-	-	-	-	-	**0**	**0**	**0**
SubT	**38,888,585**	**42,291,969**	**3,403,384**	**1,857,749**	**1,906,049**	**48,300**	**-**	**275**	**275**	**71**	**77**	**6**
Transit	-	-	-	-	-		-	-	-	**0**	**0**	**0**
SubT	**-**	**-**	**-**	**-**	**-**		**-**	**-**	**-**	**0**	**0**	**0**
BPU	185,236,660	192,222,378	6,985,718	1,532,268	1,572,107	39,839	-	75	75	**58**	**59**	**1**
SubT	**185,236,660**	**192,222,378**	**6,985,718**	**1,532,268**	**1,572,107**	**39,839**	**-**	**75**	**75**	**58**	**59**	**1**
TOTAL	**224,125,245**	**234,514,347**	**10,389,102**	**3,390,017**	**3,478,156**	**88,139**	**-**	**350**	**350**	**258**	**272**	**7**

LEAGUE of MINNESOTA CITIES

2025 Coverage Changes

The following coverage changes apply for coverages renewing on or after Jan. 1, 2025, and are provided at a summary level. Coverage and limitations are ultimately determined by the terms of the coverage agreements.

Material coverage changes

Law enforcement liability assumed in a contract — municipal liability limits (municipal liability coverage)

There will be coverage and pricing changes where:

1. An LMCIT member contracts with a non-LMCIT member law enforcement agency for law enforcement services.
2. The contract obligates the LMCIT member to defend and indemnify the providing agency for claims arising out of the providing agency's acts.

For the coverage change, there will be a new $200,000 aggregate sub-limit for claims for which the member is obligated to defend or indemnify a non-LMCIT member law enforcement service provider for claims arising out of the service provider's acts under the terms of a law enforcement service contract. This only applies for a service agreement, not mutual aid agreements or agreements that create a joint powers entity.

If LMCIT evaluates the contract and feels comfortable with the risk, LMCIT may remove the aggregate sublimit by endorsement and make an appropriate premium charge (1.5 times the normal charge for law enforcement liability exposures). For members that purchase excess liability coverage, LMCIT will only offer up to $3 million in excess liability limits for members that assume the liability of a non-LMCIT law enforcement agency.

These changes are intended to allow LMCIT to appropriately review, discuss, mitigate, and price risks in these situations.

Other municipal liability assumed in contracts (municipal liability coverage)

There will be a slight narrowing of coverage for liability of another party that a member assumes in a contract. Coverage will explicitly exclude:

1. The part of any contract that indemnifies another party for anticipated or expected damages.
2. The part of any contract that is contrary to state law.

The first is intended to prevent coverage in a situation, for example, in which a member enters into a construction project contract and the member and contractor have knowledge the construction, demolition, or excavation will cause damage to a third party's property, like a

building that's adjacent to the construction project. The second is intended to allow the member and LMCIT to assert protection under state law if, for example, there's a statute that prohibits the transfer of risk onto a city.

Vacant buildings (property coverage)

Property damage caused by continuous or repeated leakage or seepage of water in a vacant building over a period of 14 days or more will be excluded from coverage. LMCIT's underwriting and loss control guidelines for vacant buildings specify members should physically visit and inspect the inside of vacant buildings at least every 14 days to check on heating systems, rodent or pest infestation, squatters, roof and water leaks, etc. If guidelines are being followed the exclusion would not be triggered. There will also be a maximum limit of $500,000 for damage to vacant buildings, but that can be increased if proper risk mitigation factors have been implemented in consultation with LMCIT.

Police dog limits and valuations (property coverage)

If a police dog is injured and unable to perform normal duties, the property coverage has been clarified that it will cover the cost to replace the dog, the cost for necessary training, and handler expenses. Handler expenses will be defined as salary and benefits that exceed normal work schedule, food, fuel, and lodging during training. The limit of coverage will depreciate based on the age of the injured dog.

Metal roofing copay (property coverage)

The property coverage currently includes a 30% copay for aesthetic impairment to metal roofing. The definition of "metal roofing" for the purposes of the copay will include any roofing system or components of a roofing system, such as metal panels, metal flashing, or any other undamaged roofing material that needs to be replaced in order to repair the damaged metal components.

Clarifying coverage changes

Auto towing, storage, and teardown costs (auto physical damage coverage)

Language will be clarified to specify that LMCIT will pay costs for towing, storing, and teardown in addition to the coverage limit.

Auto liability assumed in a contract (auto liability coverage)

Language will be clarified that LMCIT's intent is not to provide coverage automatically for claims arising out of an auto that is neither owned nor operated by an LMCIT member. LMCIT can, however, review these scenarios on a case-by-case basis to determine whether LMCIT can provide coverage. (This same clarification will be made to LMCIT's municipal liability coverage.)

Cannabis dispensaries (crime coverage)

An exclusion will be added for loss or damage at or from a cannabis dispensary. This exclusion mirrors an exclusion that was added to the property coverage last year.

First-party cyber claim trigger (first-party cyber coverage)

The claim trigger wording will be modified to reflect a more traditional “claims made” basis. The coverage change will not result in a material change for members. (Claims-made basis means that the policy in force when the claim is made is the policy that responds. This differs from an “occurrence” basis, in which the policy in force when the occurrence that gave rise to the claim is the policy that responds.)

Professional engineering services assumed in contract (liability coverage)

Coverage structure will be simplified by relocating an exclusion for damages arising out of professional services provided by contracted engineers and surveyors from the “covered contract” definition and moving it to the standard professional services exclusion.

Pollutant exposure wording (liability coverage)

A clarification will be made to the pollution exposure wording in the “products hazard” and “limited contamination liability claim” definitions so it matches the standard pollution exclusion. There is also a redundant pollution claim exclusion in the definition of “damages” that will be removed.

Sexual abuse and molestation claims (liability coverage)

Wording will be strengthened to prevent the stacking of limits for claims arising out of the same related cause or common perpetrator, or over multiple coverage terms.

Reverse incarceration claims (liability coverage)

Wording will be strengthened to reflect the existing intent that the $2 million municipal liability limit applies to claims for any wrongful acts or series of related wrongful acts contributing to wrongful arrest, detention, imprisonment, prosecution, or conviction.

Cannabis sales (liability coverage)

Language will clarify that the exception to the cannabis sales exclusion applies for low potency edible cannabinoid products sold at both on and off sale liquor stores.

Insect damage to plants exclusion (property coverage)

The existing exclusion for damage caused by decay, deterioration, disease, or pathogen to plants or trees will be clarified to confirm that damage to plants caused by insects such as emerald ash borer are not covered.

Mobile property endorsement (property coverage)

There is an endorsement used to specify which mobile property a member intends to cover and which limits apply. The definition of “mobile property” will be posted at the top of the endorsement so it’s easier to interpret at a quick glance.

Cyber/war exclusions (property coverage)

There is a broad cyber exclusion in the property coverage, but there is a narrow exception to the exclusion for resulting fire, explosion, or water damage. Wording is added to clarify the exception to the exclusion does not apply if the damage is caused by any action undertaken by or on behalf of a foreign sovereign state.

Underground wiring (property coverage)

The existing exclusion for electric power transmission and distribution lines will add a definition of transmission and distribution lines and clarify the exclusion applies regardless of whether the lines are above or below ground.

Underground piping at swimming pools (property coverage)

The property coverage contains a general exclusion for underground and buried pipes, but there is an exception to the exclusion for pipes that are part of a water or wastewater treatment plant, lift station, or part of a geothermal heating and cooling system. An additional exception will be added for underground pipes that are part of a swimming pool or splash pad.

Electric generation and substation locations (property coverage)

There are two clean-up changes for special endorsements used to modify property coverage for electric generation and distribution facilities. For the endorsement LMCIT uses for substation locations, an irrelevant clause will be removed that applies to internal combustion engines, which don't exist at substations. For endorsements used for generation facilities and substation locations, wording related to arcing and mechanical breakdown perils and damage to computer equipment and electronic data will be clarified.

Cannabis sales (optional liquor liability coverage)

Coverage will be clarified to state that LMCIT's optional liquor liability coverage only applies to the sale of low potency cannabinoid products sold from liquor on and off sale stores, not the sale of high-potency products or the marijuana flower.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

Connect with Underwriters
choose "Underwriting" under "Department"

Have Ideas for Enhanced Coverage?

Do you have ideas to enhance the Trust's coverages? We'd like to hear from you.

Contact an Underwriter
choose "Underwriting" under "Department"

LEAGUE of MINNESOTA CITIES

2025 Premium Rates

The LMCIT Board of Trustees evaluates claim projections every year to ensure premium rates are adequate. The following provides information about premium rates going into effect for property/casualty and workers' compensation coverages renewing on or after Jan. 1, 2025.

Property/casualty rates

In addition to the various rate changes, there will be adjustments to LMCIT's deductible pricing schedule in 2025 and an increase to the minimum deductible option from $250 to $500 in 2026. More information is included in this section.

What are property/casualty rate changes for 2025?

Rates will decrease by an average of 6.5%, which consists of the following:

- Liability rates will decrease 8%.
- Property rates will decrease 8%.
- First party cyber rates will decrease 8%.
- Equipment breakdown (optional coverage) rates will decrease 8%.
- No rate changes for all other lines of coverage.

Will my premiums decrease by these amounts?

No. Rates are only one piece of the puzzle for premium calculations. Changes in exposure — such as property values, auto and employee counts, and annual expenditures — as well as changes in experience rating will also impact a member's renewal premium.

Contact LMCIT's underwriting staff for questions about member-specific premium calculations.

Why are rates changing?

A combination of factors are allowing LMCIT to decrease rates:

- Claim cost projections for 2025 are lower than for 2024 due to members' improving loss patterns.
- Favorable renewal pricing from LMCIT's reinsurance partners.
- An increase in investment revenue expectations due to changes in market conditions as well as changes in how LMCIT's investment portfolio is structured.

Because of these positive results, LMCIT will also be returning a dividend to members of the property/casualty program. Learn more about the $3 million dividend.

What's happening with LMCIT's deductible options and pricing schedule?

Members have the flexibility to decide the amount of risk they want to retain when property, liability, and auto claims happen. This comes in the form of a per occurrence deductible. After a thorough actuarial study, deductible options will change as follows:

1. For coverages renewing on or after Jan. 1, 2026, the minimum deductible option will increase from $250 to $500.
2. Based on the deductible level chosen by the member, LMCIT applies a credit that's intended to be offset by the resulting reduction in claim costs for which LMCIT will be responsible. The deductible credit schedule will be adjusted for coverages renewing on or after Jan. 1, 2025, by separating the schedule for liability/property and auto liability/auto physical damage. The change is not projected to impact any individual members' total premium by more than 3%.

Table: Comparison by deductible level of old deductible credit and new deductible credit for auto and property/liability coverage

Deductible Level	Old Deductible Credit	New Deductible Credit — Auto	New Deductible Credit — Property/Liability
500	3.5%	2.2%	0.5%
1,000	6.0%	6.2%	1.4%
2,500	11.5%	15.9%	7.1%
5,000	17.0%	21.2%	12.9%
10,000	24.5%	28.3%	20.7%
15,000	30.0%	33.5%	26.5%
20,000	34.0%	37.3%	30.7%
25,000	37.5%	40.6%	34.4%
50,000	48.0%	50.6%	45.4%
75,000	54.0%	56.3%	51.7%

100,000	57.0%	59.2%	54.9%
200,000	64.5%	66.3%	62.7%
300,000	68.0%	69.6%	66.4%
150,000	60.7%	62.7%	58.7%

Workers' compensation rates

In addition to the rate changes, the nonsmoking credit for police and fire job classes will be eliminated for 2025. LMCIT began phasing out the credit in 2024, when it decreased from 10% to 5%.

What are the rate changes for 2025?

Rates will decrease by an average of 20%. That consists of the rate adjustments by job class, shown in the table below. LMCIT performs a detailed analysis every three years to verify rates are properly aligned with loss cost expectations for each job class.

For a member with a typical mix of payrolls, class increases and decreases will largely offset each other and result in a rate change that is close to the average 20% rate decrease. However, a special purpose entity with most of its payroll in one or two classes could see a bigger effect. Rates for individual classes are capped at an increase of no more than 25% and a decrease of no more than 45%.

Members and agents can contact their underwriter for member-specific details.

Table: Job class rate relativity adjustments effective Jan. 1, 2025

The following table details 2025 job class rate changes for the bulk of city payrolls.

- Most job class rates are shown per $100 of payroll.
- Rates for volunteer firefighters are shown per 100 of population.

Job Class Code	Job Class	2024 Rates	2025 Rates	Rate Change
5506	STREET CONSTRUCTION	8.21	4.51	-45.0%
7380	DRIVERS & HELPERS	5.63	4.60	-18.4%
7381	VOLUNTEER AMBULANCE SERVICE	9.48	5.58	-41.2%
7502	GAS COMPANY	7.07	3.89	-45.0%

7520	WATERWORKS	3.45	2.57	-25.7%
7539	ELECTRIC & STEAM PLANT	2.99	1.85	-38.0%
7580	SEWAGE DISPOSAL PLANT	4.14	2.28	-45.0%
7706	FIREFIGHTERS (NOT VOL)	8.87	7.61	-14.2%
7708	FIREFIGHTERS (VOL)	225.19	202.98	-9.9%
7716	FIREFIGHTERS (NOT VOL) NON-SMOKING	8.48	7.61	-10.2%
7718	FIREFIGHTERS (VOL) NON-SMOKING	215.34	202.98	-5.7%
7720	POLICE	8.86	7.72	-12.9%
7721	POLICE NON-SMOKING	8.48	7.72	-8.9%
7722	POLICE RESERVES	3.10	3.88	25.0%
8017	OFF SALE LIQUOR STORE	3.60	1.98	-45.0%
8227	CITY SHOP & YARD	3.86	4.12	6.7%
8810	CLERICAL OFFICE EMPLOYEES	0.64	0.41	-36.0%
9015	BUILDINGS-OPER BY OWNER	6.41	3.53	-45.0%
9033	HOUSING AUTHORITY-ALL EMPLOYEES	3.49	3.00	-14.0%
9060	CLUB-COUNTRY/GOLF	1.53	1.91	25.0%
9063	COMM. CENTERS-ALL EMPLOYEES	2.26	1.43	-36.6%
9084	ON SALE LIQUOR STORE	3.68	2.17	-41.0%

9102	PARKS	6.72	5.50	-18.2%
9182	CITY ARENA-OPERATIONS	3.72	3.57	-4.1%
9403	GARBAGE OR REFUSE COLLECTION	7.84	5.99	-23.7%
9410	MUNICIPAL EMPLOYEES	0.81	0.76	-5.9%
9411	ELECTED OR APPOINTED OFFICIALS	0.44	0.55	25.0%

Will my premium decrease by this amount?

No. Rates are only one piece of the puzzle for premium calculations. Changes in payroll exposure by job class as well as changes in experience rating will also impact a member's renewal premium.

Why are rates changing?

The primary reason for the average 20% rate decrease is because of favorable claim development, both on new claims received by LMCIT in 2023 and 2024, and on case reserves for older claims. The favorable claim development was especially pronounced for Post Traumatic Stress Disorder (PTSD) claims and medical costs for other claims.

In recent years LMCIT has communicated with members about a legislative change in 2019 that made PTSD presumptively work-related for public safety personnel. Premium rate increases were necessary because these claims became a significant portion of LMCIT's costs. Recent favorable development on both PTSD and non-PTSD claims have changed the trend assumptions used to project future claim costs, allowing for an overall reduction in many job classes. In addition, these improved trends have enabled LMCIT to return a dividend to members of the workers' compensation program. Learn more about the $5 million dividend.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

Connect with Underwriters
choose "Underwriting" under "Department"

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Consider Waiving Council Approval for Grant Applications for the Water Treatment Plant as Requested by the Wastewaster Treatment Management Board

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The City's current policy (attached) states that any city department intending to apply for a grant of $5,000 or more shall notify the Council of intent and shall identify the required match, either in kind or money. The Council shall acknowledge the request and comment if deemed necessary.

As mentioned at the March 17th council meeting, there will be several applications and requests in regard to the wastewater plant. It was mentioned that grant opportunities may come up with limited notice and there may not be time to bring it to Council. When the Wastewater Treatment Management board met on March 13th, the Board requested that the Council consider an exemption to the grant policy relating to the wastewater treatment plant.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Option 1: Leave policy as is and make no changes.

Option 2: Amend the policy allowing an exemption if the grant is for the wastewater treatment plant. Council could add that the exemption is only for a specific project, a specified timeframe, or leave it open-ended. A suggestion would also be to remove the last two bullet points since they are not included in the current agenda request form, and to update the name of the form.

Option 3: Since there isn't always time to bring a grant application to Council for approval for all departments, amend the policy by removing the last two bullet points since they are not included in the current agenda request form, and update the name of the form:

- Removing the dollar threshold
- Grants only need council notification if:
    - The grant would create a new asset that the City would need to maintain (i.e. a new park, a new vehicle, a new piece of equipment, a pedestrian bridge etc.);
    - Or the required match is not included or cannot be absorbed in the current year's budget.

RECOMMENDED ACTION/MOTION: Discussion at the request of the Wastewater Treatment Management Board and the suggestion options for the grant policy.

FINANCIAL IMPACT:

CITY OF BRAINERD
POLICY FOR COUNCIL NOTIFICATION OF INTENT TO SUBMIT GRANT APPLICATION
(required for grants over $5,000)

Any City department intending to apply for a grant of $5,000 or more shall notify the Council of intent and shall identify required match, either in kind or money. The Council shall acknowledge the request and comment if deemed necessary.

Department Head will use the "Brainerd City Council Agenda Item Request" form to identify the following:

- Department Name and Date
- Grant to be Applied For
- Reason
- Financial Information: Include Amount, Whether a Match is Required & Timeframe
- Expected Results
- Department Head Signature
- Space for Council Comments

ADOPTED: 4/6/2015

PATRICK WUSSOW
City Administrator

CITY OF BRAINERD
POLICY FOR COUNCIL NOTIFICATION OF INTENT TO SUBMIT GRANT APPLICATION
(required for grants over $5,000)

Any City department intending to apply for a grant of $5,000 or more shall notify the Council of intent and shall identify required match, either in kind or money. There is an exception for any grants for the wastewater treatment plant. The Council shall acknowledge the request and comment if deemed necessary.

Department Head will use the "~~Brainerd~~ City Council Agenda ~~Item~~ Request" form to identify the following:

- Department Name and Date
- Grant to be Applied For
- Reason
- Financial Information: Include Amount, Whether a Match is Required & Timeframe
- Expected Results
- ~~Department Head Signature~~
- ~~Space for Council Comments~~

ADOPTED: 4/6/2015
AMENDED: X/XX/XXXX

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NICHOLAS BROYLES
City Administrator

CITY OF BRAINERD POLICY REGARDING GRANT APPLICATIONS REQUIRING CITY COUNCIL APPROVAL

I. Purpose

This policy establishes the requirement for City of Brainerd staff to obtain prior approval from the City Council before submitting applications for grants that meet specific criteria related to financial obligations, personnel changes, or ongoing operational costs. This policy aims to ensure fiscal responsibility, strategic alignment, and informed decision-making regarding the pursuit of external funding opportunities.

II. Scope

This policy applies to all City of Brainerd Department, division, and employees who intend to apply for any grant funding from federal, state, local or private sources.

III. Policy Statement

City of Brainerd staff shall obtain explicit approval from the City Council prior to submitting any grant application that falls under one or more of the following categories:

- **Matching Contribution:** The grant requires a financial matching contribution from the City of Brainerd and the required match is not included or cannot be absorbed in the current year's budget. This includes cash matches, in-kind contributions that necessitate a direct budget allocation, or any form of financial commitment by the City.
- **New Personnel Position or FTE Increase:** The grant funding is specifically intended to create a new full-time or part-time personnel position within the City, or to increase the Full-Time Equivalent (FTE) of an existing position, whether the grant provides full partial funding for the position.
- **Increased Budgetary Impact:** The grant is for the acquisition of a piece of equipment or the development/construction of a new asset such as a park, street, or facility, where the ongoing maintenance, operation, insurance, or any other associated costs are anticipated to require an increase in the City's annual operating budget beyond existing departmental allocations.

ADOPTED: 4/6/2015
AMENDED: X/XX/XXXX

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NICHOLAS BROYLES
City Administrator

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Accept Resignation of Public Utilities Director Christopher Evans and Discuss Interim Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

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

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: On March 24, 2025, Public Utilities Director Christopher Evans submitted his resignation letter with his last working day being April 4, 2025. Attached is email correspondence from Council Member Czeczok regarding this matter. Staff contacted GMP Consultants to discuss its guarantee that GMP will conduct one additional Public Utilities Director recruitment for the cost of expenses only. Please be aware that GMP typically requires that the City would request recruitment assistance within six months of Mr. Evan's departure.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: An Interim Public Utilities Director is needed while the position is vacant. We do not have a formal policy regarding the selection or compensation for an Interim position as that is typically accomplished via an employment agreement. The Council needs to discuss options for filling the Interim position and the terms of an agreement for that position.

RECOMMENDED ACTION/MOTION:
Motion to:

1. Accept the resignation of Public Utilities Director Christopher Evans effective April 4, 2025.
2. Approve the appointment of an Interim Public Utilities Director.
3. Authorize Staff to work with GMP Consultants to hire a full-time Public Utilities Director.

FINANCIAL IMPACT: N/A at this time.

From: Chris Evans <CEvans@bpu.org>
Sent: Wednesday, April 2, 2025 10:59 AM
To: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Subject: RE: Mr. Evans, for your consideration

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

Mr. Czeczok

Thank you for your email of inquiry.

You have been the only elected or appointed to reach out to me for any meaningful dialogue in this matter. The prior silence seemed to speak volumes.

I appreciate your support in general and the suggestion for me continuing my full duties and responsibilities as hired to do in principle.

You pose an interesting scenario which I would cautiously consider because, as I have stated, I had selfishly hoped to do great things with my great team in a great city and to retire from here with a positive legacy.

Obviously, I am a bit cautious as a couple statements steeped in wisdom that immediately come to mind are:
"What we tolerate, we will accept. What we accept, we will normalize. What we normalize, we pass along"; and
"Those that do not learn from the past tend to repeat it."

I am not looking to make this as a platform for demands or use as some negotiation tactic. However, in this situation, I do not know to what extent internal dynamics and personalities were heightened or changed in conjunction with consolidation endeavors and the ramifications of what happens next whichever way consolidation goes in future. Either way, I hope for improved professionalism, cooperation and decency going forward.

Cooperatively Yours,

Christopher N. Evans

Public Utilities Director
218-829-8726 | Office
218-825-3220 | Direct

8027 Highland Scenic Rd | Brainerd, MN 56401
BPU.org
Electricity | Water | Wastewater

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From: Jeff Czeczok <jczeczok@ci.brainerd.mn.us>
Sent: Wednesday, April 2, 2025 1:12 AM
To: Chris Evans <cevans@bpu.org>
Cc: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Mr. Evans, for your consideration

Hello Chris,

When I consider some of the potential items on the April 7th council agenda and how we will likely be moving forward with looking for an interim public works director and perhaps more, I'm sending you this email for your consideration.

I am confident as a Public Utilities Director you have always had the people's best interest in mind throughout your entire career and the City of Brainerd would do well to continue keeping you on staff in order to benefit from your vast experiences.

I want to let you know that I intend on not accepting your resignation letter on April 7 during the City Council meeting and I will be seeking a majority approval from the Council to this affect.

I would very much appreciate it if you would communicate back to me with an indication as to whether you would consider continuing your full responsibilities as the Public Utilities Director as you were originally hired to do.

I would like to be able to have this as an agenda item and therefore providing as much transparency as possible to the Mayor and Council, as well as the
City Administrator and the public.

By confirming your interest in continuing your responsibilities, there wouldn't be any confusion whether

you are on board with this idea and would allow
for a smooth continuation of services.

Please let me know if you would consider my suggestion.
I would need to know if you're interested by 10:00am this Thursday in order to make this as an agenda item for Monday's meeting.

Thanks much, Jeff

Christopher N. Evans
8027 Highland Scenic Rd
Brainerd, MN 56401-0373

RECEIVED
MAR 24 2025
CITY OF BRAINERD
ADMINISTRATION

Nick Broyles
City Administrator
City of Brainerd, MN

24 March 2025

Mr. Broyles

I value the dedication, professionalism and abilities of my employees at Brainerd Public Utilities and my interactions with them. Despite this, I submit my resignation as Public Utilities Director of the BPU effective 4 April 2025 as a two-week notice as of the date of this letter.

Unfortunately, after careful consideration, the shadow of circumstances and process that enticed me to come here and the prevailing dynamic with certain other departments and city leadership and administration over the last six months and the perceived/proposed future direction for the utilities group has culminated in a situation that is no longer tenable.

During the recruitment process, I made it abundantly clear that I was interested in the position because it was combined electric, water and wastewater enterprises and that, had my wife not been from the general area, I would not have even considered the wage and benefit package. I inquired whether the city was looking to integrate or change the structure as that was an immediate dealbreaker. Other questions were asked with answers generally less than truthful or outright lies.

During the interview process, I asked the previous questions as well as discussed other finer points. The general takeaway from the interview was that, if selected, the mutual expectation was I would leverage my thirty years of experience to operate and configure the utility to my satisfaction to continue as an even more successful city enterprise which would include strategic planning, policy and procedure refinement and development, changes to the department structure and adjusting job descriptions. I have been effectively blocked from performing my job.

Subsequent to recruitment and interview, I accepted the offer and moved here where I was met with the aforementioned dynamic external to BPU about three days into the job. External to my department, the general level of unprofessionalism coupled with ignorance and ineptitude in conjunction with frequent shifts in direction, unclear expectations and other aspects of the situation has resulted in a generally negative and oftentimes hostile work environment for me.

The number of specific instances of condoned and sometimes encouraged uncouth behavior from some council members and departments is appalling and has reached an unprecedented level of intensity and frequency. Council members reducing themselves to personal attack to impugn my personal and professional reputation is ridiculous and embarrassing. The allowance for other departments to speak for and make promises on behalf of the utilities department in general or me particularly is obviously beyond inappropriate. Despite my repeated requests for these to be addressed, the situations have not been adequately dealt with and that is unacceptable as they oftentimes interfere with the performance of my duties.

The impediments introduced to most facets of operations and interdepartmental cooperation have resulted in much time and resources being wasted to the detriment of the ratepayers.

I feel I have been patient, polite and professional with the situation up to now but I also perceive and realize the situation will not likely improve as the patience, politeness and professionalism has been repeatedly misconstrued as weakness or at least a signal to continue bad behaviors and situations unchecked. I have asked for corrective action, professionalism and even common sense on numerous occasions and have been ignored.

Recently, I was also asked if I would be interested in or would choose from a couple other positions within the proposed integrated organization. Either position would be a voluntary demotion and, again, not what was presented or advertised to get me to Brainerd.

I am deeply saddened as I had selfishly hoped to do great things with my great team and to retire from here with a positive legacy.

In conclusion, my last day is 4 April 2025.

Regards,

Christopher N. Evans

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Approve Voluntary Demotion of Mitch Lachelt to Journeyman Lineworker Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: At the March 3rd City Council meeting, the City Council approved advertising for both the Journeyman Lineworker position as well as the Apprentice Lineworker position. By posting for both positions simultaneously, this allowed Staff to review applications at both levels at the same time and decide which position to hire for.

We received 12 applications for the Journeyman Lineworker position as well as 68 Apprentice Lineworker applications. After reviewing all applications, it was determined that our current Electric Distribution Supervisor Mitch Lachelt was the most qualified. Please note that Mr. Lachelt worked as a Journeyman Lineworker for us for five years before his promotion to Electric Distribution Supervisor. After the positions were posted, Mr. Lachelt submitted his application and informed the management team that he does not feel that a management role is the right fit for him. Mr. Lachelt is requesting a voluntary demotion to his previous position; further, that he be placed on Step 6 of the Journeyman Lineworker Wage Grid as he was on that step prior to his promotion in 2023.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Public Utilities Commission, at its March 25, 2025, meeting recommended that Mr. Lachelt be reclassified and be placed on Step 6 of Journeyman Lineworker wage grid based on his qualifications. The Commission also recommended that the Council authorize backfilling Mr. Lachelt's current Electric Distribution Supervisor position internally and, if no qualified candidates apply, proceed with external posting.

RECOMMENDED ACTION/MOTION:
Motion to:

1. Approve the voluntary demotion of Mitch Lachelt to the Journeyman Lineworker position effective April 8, 2025; further, that he be placed on Step 6 of the Journeyman Lineworker position ($51.96 per hour).
2. Authorize backfilling the Electric Distribution Supervisor position internally and, if no qualified candidates apply, to proceed with an external posting.

FINANCIAL IMPACT: Mr. Lachelt's current wage as the Electric Distribution Supervisor is $54.61 per hour.

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Authorize Recruitment of a Public Utilities Department Full-time Laborer Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Public Utilities Department Staff have determined that there are needs throughout all the divisions for coverage and that the best course of action to meet all needs is to hire an additional laborer for flexibility to meet them: custodial, maintenance, and grounds management. This issue was discussed by the Public Utilities Commission at its March 25, 2025, meeting. The Commission recommended to the City Council to approve this hiring.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to authorize Staff to begin the hiring process for a full-time Laborer position for the Public Utilities Department.

FINANCIAL IMPACT: N/A - Public Utilities Director Evans noted this position will be filled instead of the budgeted Facilities Custodian position.

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Approve Memorandum Of Understanding (MOU) Extending Timeframe Allowing IBEW Employees to Work at Hydro Facility

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: United Steel Workers (USW) Union representatives have agreed to extend the Memorandum of Understanding (MOU) allowing IBEW Public Utilities Department employees to temporarily perform work at the Hydro facility. For background, in 2023 we negotiated an MOU with a December 31, 2024, expiration date which matched the 2022-2024 USW contract expiration. Staff then negotiated another extension that expired April 1, 2025. Staff recently negotiated another extension. The USW Union requested the extension expire on May 1, 2025, which gives us a little more time to finalize an updated union contract. A copy of the MOU extension signed by the USW union representatives is attached. Please note there was not time to have the MOU signed by the IBEW Union before the agenda packet was distributed. Staff will inform Council at the meeting regarding the status of the IBEW Union discussion.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The extensions were negotiated realizing that four out of five Hydro Operators retired in the last couple of years and that automation of the Hydro facility is in process. Staff informed the Union that we are anticipating that it will be at least three more years before the Hydro Plant is automated; further, that we plan to determine future staffing needs when the automation process is complete.

RECOMMENDED ACTION/MOTION: Motion to approve the MOU between the City of Brainerd, the USW Local No. 9230 Unit 09 Union, and the IBEW Local No. 31 Union representing Public Utility employees that allows IBEW Public Utility employees to assist at the Hydro Dam facility as needed to May 1, 2025; further, to authorize the signature of City Administrator on said MOU.

FINANCIAL IMPACT: n/a

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Brainerd, Minnesota ("City"), the United Steel Workers, Local No. 9230 Unit 09 ("USW"); and International Brotherhood of Electrical Workers Local Union No. 31, ("IBEW"). The City, USW, and IBEW are referred to collectively as "the Parties," and each individually as a "Party."

WHEREAS, USW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2024 ("USW CBA"), governing the general terms and conditions of employment for USW employees with the City; and

WHEREAS, IBEW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2023 ("IBEW CBA"), governing the general terms and conditions of employment for IBEW employees with the City; and

WHEREAS, USW employees work at the Brainerd Hydro Dam; and

WHEREAS, several employees in the bargaining group covered by the USW CBA ("USW Employees") have retired; and

WHEREAS, Certain City employees in the bargaining group covered by the IBEW CBA ("IBEW Employees") are able to perform duties at the Brainerd Hydro Dam on a temporary basis when USW Employees is/are unable to do so; and

WHEREAS, the Parties are interested in allowing IBEW Employees to work on a temporary assignment at the Brainerd Hydro Dam to assist the City in meeting the maintenance and operational needs of the facility when a USW Employee is absent or otherwise unable to perform his or her job duties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the Parties hereby agree as follows:

1. **Temporary Assignment to Cover Absences.** The City may temporarily assign one or more IBEW Employees to perform work normally performed by USW Employees at the Brainerd Hydro Dam in the event USW Employees are absent or otherwise unable to perform their assigned work. Assignments will be at the City's discretion and based on operational needs including employee qualifications and availability.

2. **Compensation for Temporary Assignment.** Any IBEW Employee temporarily assigned to assist with operational or maintenance needs at the Brainerd Hydro

Dam will be compensated at their normal rate of pay as an IBEW Employee. If an IBEW Employee is assigned to cover an absence of a USW Employee, the IBEW Employee shall receive the Step 1 Hydro Operator rate of pay or their normal rate of pay as an IBEW Employee, whichever is greater.

Any IBEW Employee temporarily assigned at the Brainerd Hydro Dam will receive salary and benefits, including insurance benefits and leaves of absence, as provided in the IBEW CBA and as clarified herein. Time spent serving in the temporary assignment pursuant to this Memorandum of Understanding will be counted as years of service for purposes of calculating the IBEW Employee's salary, seniority, and other benefits of the IBEW CBA. Only a possible wage adjustment to the Step 1 Hydro Operator Wage from the USW CBA may apply to an IBEW Employee during their temporary assignment. IBEW employees are not subject to USW union membership and/or union dues during any such temporary assignment.

3. **Waiver of Right to File Grievance.** USW and IBEW hereby waive any right they may have to file a grievance, request a hearing, or pursue any other action against the City regarding the terms of this MOU, the assignment of any IBEW Employee to perform work normally performed by a USW Employee as allowed in this MOU, or any other matter arising out of or relating to this MOU, other than its enforcement.

4. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the respective CBA between the Parties. No Party may submit this MOU in any proceeding as evidence of a precedent or practice.

5. **Effective Date and Duration.** Unless specifically renewed, in writing signed by the Parties, this MOU shall expire upon May 1, 2025.

6. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.

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

8. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties relating to the subject matter described in this document. No Party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of USW CBA or IBEW CBA. No changes to this MOU are valid unless they are in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this MOU on the dates shown below.

By signing below, each Party acknowledges that it has had an opportunity to review this MOU with a representative or legal counsel and that it understands and voluntarily agrees to be legally bound by all terms of the MOU.

CITY OF BRAINERD

Date:_____ _____
City Administrator

UNITED STEEL WORKERS,
LOCAL NO. 9230 UNIT 09

Date: 4-2-25 _____
Union Representative

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31

Date:_____ _____
Union Representative

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Authorize Request for Proposals to Obtain Plan Design Proposals and Pricing Quotes for Private MN Paid Family & Medical Leave Options.

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The Minnesota Paid Family & Medical Leave (MN PFML) Law is scheduled to be effective 01/01/2026. The City of Brainerd, as an employer, is subject to the MN PFML Law and information about MN PFML is attached. PFML Law allows employers the option to elect either the State-administered plan or a private plan offered by insurance carriers that are approved by the State of MN. The private plan benefit offerings must meet or exceed the State plan. Staff has discussed this concept with our ancillary benefits broker, Bill Dehmer from Integrity Benefits, and we recommend that the Council authorize conducting a Request for Proposals (RFP) to obtain plan design proposals and pricing quotes for private MN PFML options. The RFP will satisfy MN Statute 471.6161. Integrity Benefits is still working on the RFP document; however, it should also be clarified that the RFP will reflect that there is not a time commitment to stay with the private plan beyond the initial year; therefore, the City could switch to the State plan beginning in Year 2 (2027) after the state system is fully-operational. Below is a sample RFP advertisement:

Request for Proposals:

Notice is hereby given that the City of Brainerd will accept proposals for Minnesota Paid Family & Medical Leave until 3 pm on May 22, 2025. Request for Proposal specifications may be obtained from Integrity Employee Benefits at 866-437-7977, or email integrity@integrityeb.com. The City of Brainerd desires a long-term relationship for this program and will maintain so, as long as cost and services are satisfactory. The City of Brainerd reserves the right to reject any or all proposals, waive formalities, and to make the award that is in the best interests of the group.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Integrity Benefits has been working with insurance carriers who already administer private PFML plans in other states. Based on those preliminary discussions, it is very likely that one or more insurance companies will respond to the RFP with a more favorable premium rate than would be required if the City participated in the State-administered plan. The State recently clarified that the January 1, 2026 payroll premium rate will be .88% with the employer paying at least 50% and the employee paying up to 50%.

There are also general concerns about whether the State will be ready to administer PFML by January 1, 2026, and provide both the employee and employer with timely communication.

RECOMMENDED ACTION/MOTION: Motion to authorize Staff/Integrity Benefits to conduct a Request for Proposals (RFP) to obtain plan design proposals and pricing quotes for private MN PFML options.

FINANCIAL IMPACT: The financial impact is a printed ad and Staff time.

Minnesota

Mandates: Paid Family and Medical Leave (PFML)

Program effective January 1, 2026

Question	Answer	
Which employers and employees must have plans?	**Employers** with employees working in Minnesota, regardless of employer size, must provide coverage through the state-run program or a private plan, including: ▪ Companies with an individual whose work is localized in Minnesota ▪ Minnesota state employees, including employees of Minnesota state agencies, state colleges and universities and municipal and local government entities. Federal government employees, self-employed individuals, independent contractors, and some seasonal employees are excluded. **Employees** are eligible if they've earned at least 5.3% of the state average annual wage rounded down to next lower $100.	
How is coverage provided?	▪ **State run** ▪ **Private plan:** A private plan, which may be fully insured or self-insured, must meet or exceed the state plan and be approved by the state. More details on process and options are forthcoming.	
What are the anticipated contribution rates?	▪ The program will be funded by employee and employer contributions. ▪ Contributions will begin January 1, 2026. The total premium rate is 0.88% of wages up to the Social Securitywage cap. ▪ The employer must pay a minimum of 50% of the annual premium, with employees paying the remaining portion, as long as the deduction does not cause the employee's wage to fall below the minimum wage required by law. ▪ For employers with fewer than 30 employees, the premium rate to be paid by the employer is reduced. ▪ The premium rate will be adjusted annually, beginning January 1, 2027, and by July 31 each subsequent year.	
What are the covered conditions?	**Medical leave:** Employee's own serious health condition	**Family leave:** Care of a family member with a serious health condition, care of a family member in the military, bonding with a new child, providing for certain needs related to sexual or domestic violence against themselves or a family member, attending to a qualifying military exigency
Who's a family member?	Spouse or domestic partner, child (biological, adopted, foster, step, or applicant stands in loco parentis, legal guardian, or de facto parent), son-in law, daughter-in law, parent (biological, adopted, de facto, foster, step, legal guardian, or in loco parentis), parent in-law, sibling, grandchild, grandparent, grandparent in-law, individual who has a relationship with the applicant that creates an expectation and reliance that the applicant care for the individual regardless of whether they reside together.	
What are the weekly statutory benefits?	▪ The weekly benefit amount will be calculated based on a three-tiered benefit structure based on an employee's average weekly wage and 50% of the state average weekly wage: – 90% of the portion of their weekly wages that is less than or equal to 50% of the state average weekly wage, plus – 66% of the portion of their weekly wages that is more than 50% of the state average weekly wage by less than or equal to 100% of the state average weekly wage, plus – 55% of the portion of their weekly wages that is more than 100% of the state average weekly wage ▪ The maximum benefit will be capped at the state average weekly wage, which is currently $1,372	

Minnesota cont'd.

Mandates: Paid Family and Medical Leave (PFML)

Program effective January 1, 2026

Question	Answer
When do benefits begin?	Employees must meet a consecutive seven-day qualifying period for a leave reason to receive benefits. Once this period is met, benefits become payable for the seven days and absences taken for that leave reason moving forward. **Note:** The seven-day qualifying period doesn't apply to bonding leaves. In addition, if the leave is intermittent the seven days don't have to be consecutive.
What is the maximum benefit period?	▪ **Overall family and medical leave duration:** 20 weeks in a benefit year ▪ **Family leave duration:** up to 12 weeks ▪ **Medical leave duration:** up to 12 weeks

Please note that the state has yet to issue regulations and/or operational guidance, and the program details discussed above may be subject to amendments. If there are changes, Lincoln will update this information accordingly.

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Public Hearing on Submission of Small Cities Development Program (SCDP) Grant Application to Department of Employment and Economic Development (DEED) for Streetscape along Washington Street

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: John Schommer

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: A full application is due to DEED by April 16, 2025. One of the items that needs to be included with the application is proof of a public hearing. At the March 17th council meeting, the council passed a motion to conduct a public hearing at the April 7, 2025 council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The following items will be discussed during the public hearing:

- Citizen input on identifying community development and housing needs
- Proposed activities
- Benefiting locations
- Overall costs of project financing
- Implementation schedule
- Past performance of staff to carry out project
- Compliance with historic compliance
- Include if there are or will be historic properties in the area
- How the community will adhere compliance to federal regulations and historic properties

RECOMMENDED ACTION/MOTION: Conduct public hearing for SCDP grant application.

FINANCIAL IMPACT:

NOTICE OF PUBLIC HEARING

CITY OF BRAINERD

COUNTY OF CROW WING

STATE OF MINNESOTA

Notice is hereby given that the City of Brainerd will conduct a Public Hearing on Monday, April 7th, 2025 at 7:30 p.m. at the Brainerd City Hall in the Council Chambers, 501 Laurel Street, Brainerd, MN.

The purpose of the hearing:

1. To receive citizen input into the proposed submission of a grant application to the Minnesota Department of Employment and Economic Development. The activities to be financed by these grant funds is Street Scape along the Washington Street Corridor.

All interested parties are invited to attend and will be given the opportunity to give public input and/or comments. If you are unable to attend the hearing you are invited to submit your comments in writing prior to the scheduled meeting to Finance Director Connie Hillman\ chillman@ci. brainerd.mn.us.

Written comments or questions will be addressed at the hearing. Non-English- speaking residents and other persons with special needs who\ plan to attend the hearing are asked to contact City Hall (218) 828-2307 prior to the hearing so that arrangements can be made to address any needed accommodations.

(Mar. 26, 2025)

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Approve Title Transfer of CWC Tax Forfeit Property

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:
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. City Council considered the land transfer at the February 18th meeting and preliminarily approved acceptance of the property. At a subsequent meeting, the County Board approved the sale of the parcel to the City. The cost is $1 for the land, a $46 recording fee, a $1.65 deed tax, and a $25 state deed fee for a $73.65 total.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
The City Attorney stated that a formal purchase agreement is not necessary for this transaction, but did indicate the City could consider getting title insurance for the property. Staff do not recommend title insurance based on the fact that this property has been tax-free for several years, is being purchased for a dollar, and no public improvements will be constructed.

Title insurance safeguards your investment by addressing potential issues with the property's title that might not be immediately apparent, such as unpaid property taxes, liens, or claims of ownership by others. In the event of a claim, the title insurance company will handle the legal process and costs associated with defending your title against a claim.

RECOMMENDED ACTION/MOTION:
Approve land transfer of (PID 41230522) for $1.00 plus recording fees

FINANCIAL IMPACT: N/A

MEMO

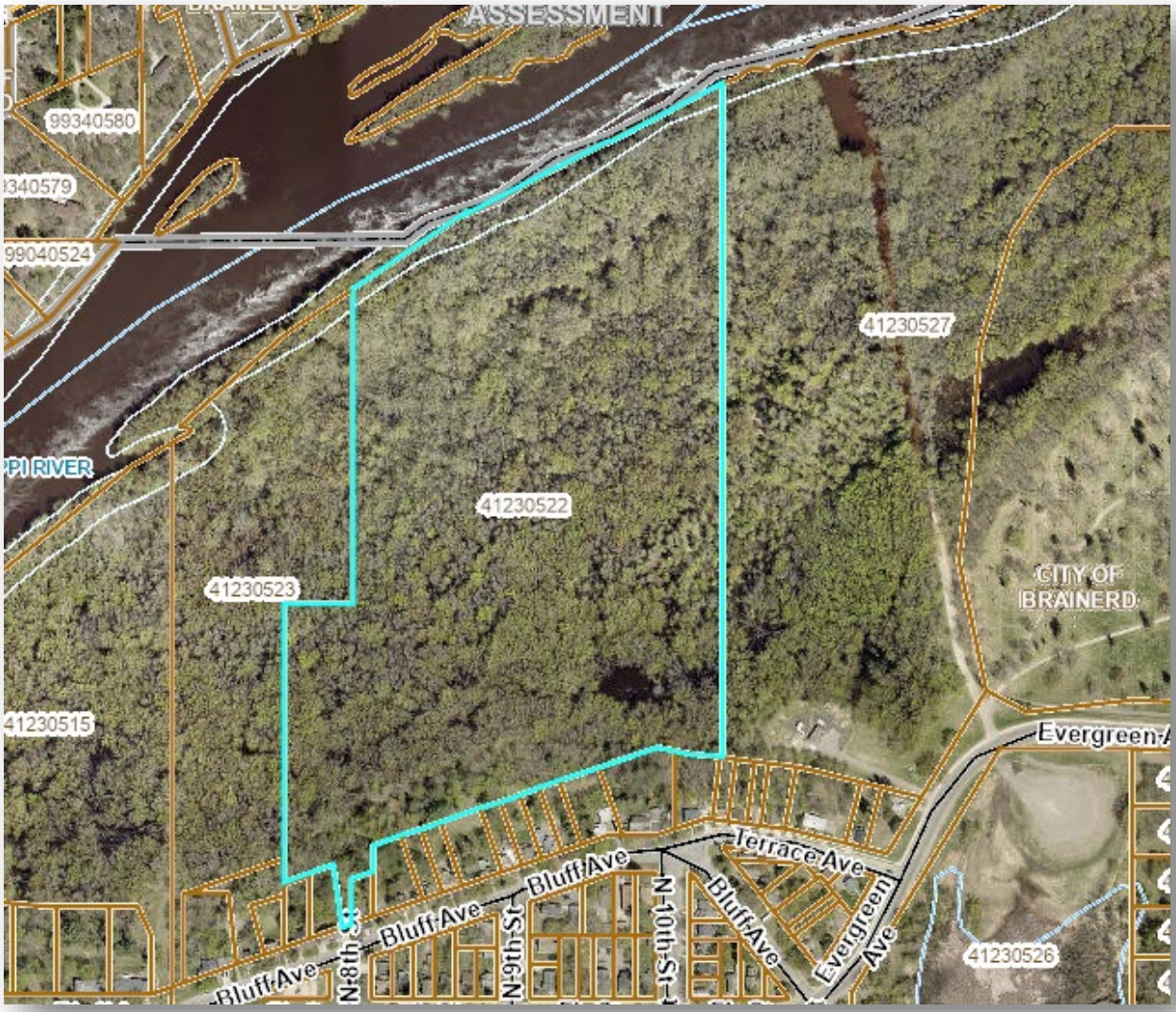
TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: April 7, 2025

RE: Discuss Proposed Land Transfer of Tax Forfeited Property

AERIAL MAP (PID 41230522)



City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Adopt Resolution - Accept Offers for Temporary Easements on TH 210 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): 2 Minutes

SUMMARY OF ISSUE: Attached to this item is a resolution that certifies acceptance of offers from MnDOT for Temporary Construction Easements on the TH 210/Washington Street Reconstruction Project. The easements lie on three separate City-owned parcels throughout the corridor. The description of the parcels and easements are included in the attachments.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The offers for the easements are as follows: $2,600, $500, and $4,400. The total amount being $7,500 for the three easements.

RECOMMENDED ACTION/MOTION: Staff recommends adoption of the attached resolution accepting the offers for the Temporary Easements for the Highway 210 Reconstruction project.

FINANCIAL IMPACT: $7,500

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

RESOLUTION ACCEPTING OFFERS FROM MNDOT FOR EASEMENTS ON CITY-OWNED PROPERTIES FOR TH 210/WASHINGTON STREET RECONSTRUCTION PROJECT

WHEREAS, the Minnesota Department of Transportation (MnDOT) will be improving State Highway 210 (Washington Street) within the City of Brainerd; and

WHEREAS, MnDOT requires Temporary Construction Easements on three City-owned parcels as part of State Project 1805-80; and

WHEREAS, the Temporary Easements are on the parcels described as follows:

MnDOT Parcel #	County Parcel ID #	Temp. Easement (Sq. Ft.)
16	41250521	429
85	41190503	157
363	41040651	2,329

WHEREAS, MnDOT has offered the City of Brainerd compensation for the Temporary Easements as follows:

MnDOT Parcel #	Offer
16	$ 2,600
85	$ 500
363	$ 4,400
Total	$ 7,500

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

1. The City accepts the offers for compensation from MnDOT for the Temporary Easements for State Project 1805-80.

2. Authorize Mayor Badeaux and City Administrator Broyles to sign all documents needed to complete the sale of the above property.

Adopted this 7th day of April 2025

_____
MIKE O'DAY
President of the Council

Adopted this 8th day of April 2025

_____
DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

DEPARTMENT OF TRANSPORTATION

395 John Ireland Boulevard
Saint Paul, MN 55155

Date: 02/28/2025

City of Brainerd
Mayor
Brainerd City Hall
501 Laurel St.
Brainerd, MN 56401

RECEIVED
MAR 03 2025
CITY OF BRAINERD
ADMINISTRATION

State Project #: 1805-80RW
Control Section #: 1805 (210=2) 304
Project Job #: TRW235257
County: Crow Wing
Parcel: 16 - City of Brainerd
Property Address: BRAINERD, MN 56401

The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 210. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is $2,600.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,

Joseph D. Pignato, Director
Office of Land Management

Enclosures:
"Guide for Property Owners" Booklet
Legal Description describing acquisition
Offer to Sell and Memorandum of Conditions (reference copy if applicable)
Conveyance Instrument (reference copy if applicable)
"Relocation Assistance" Booklet (if applicable)
Valuation Report
Appraisal Reimbursement Claim form
Acquisition Incidental Claim form
Plat map (if applicable)
Parcel sketch

Receipt of Valuation Report:

Date:_____

Owner:_____

TEMPORARY EASEMENT

C.S. 1805 (210=2) 304
Parcel 16
County of Crow Wing

Date:_____

For and in consideration of the sum of Two Thousand Six Hundred Dollars ($ 2,600),
City of Brainerd, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in Crow Wing County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of Lots 11 and 12, Block 6, TOWN OF BRAINERD CROW WING COUNTY MINNESOTA, shown as Parcel 16 on Minnesota Department of Transportation Right of Way Plat Numbered 18-138 as the same is on file and of record in the office of the County Recorder in and for Crow Wing County, Minnesota, by the temporary easement symbol, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

CITY OF BRAINERD

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Brainerd, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

_____
NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

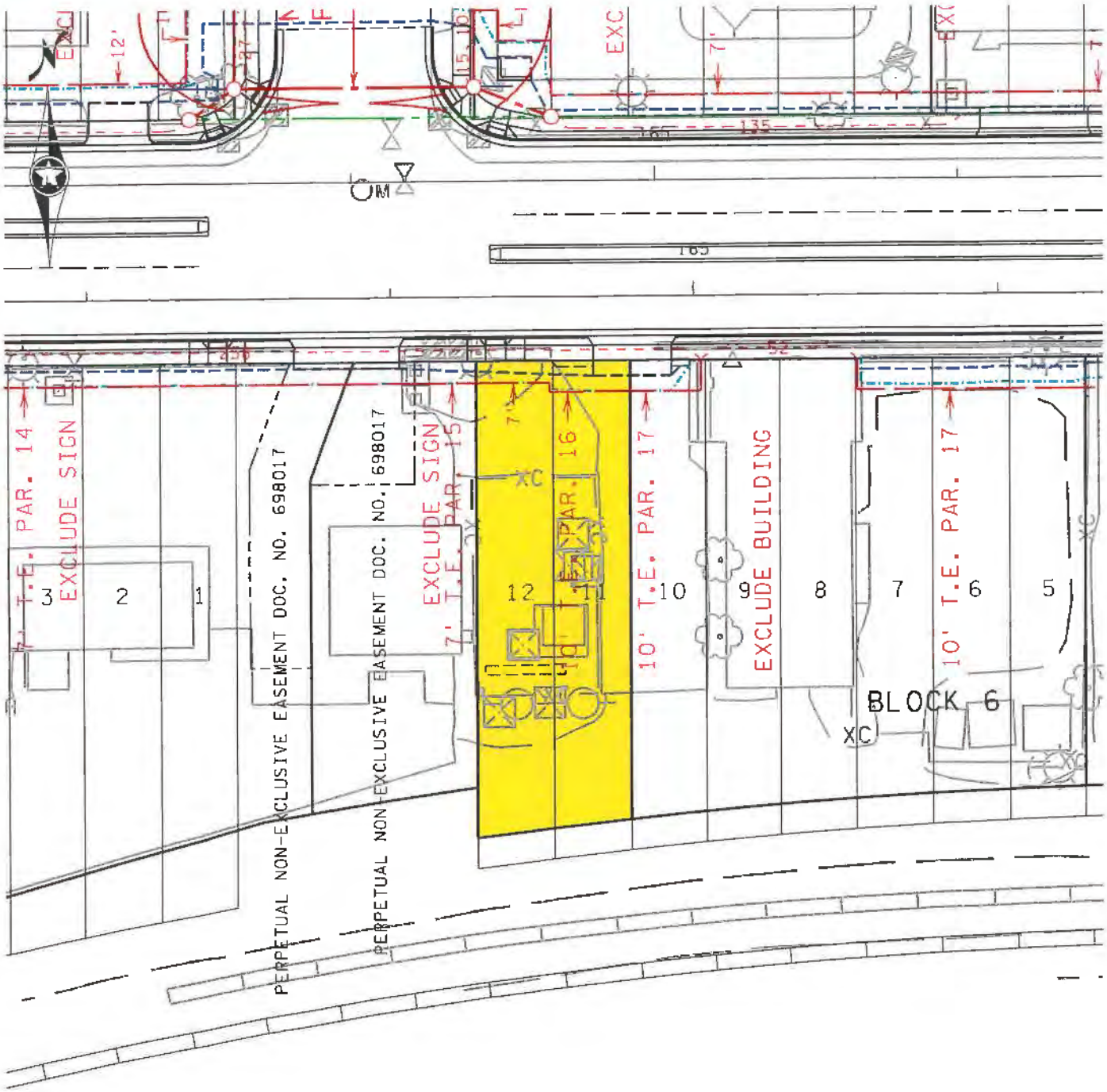
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1805 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 16
Sheet 1 of 2
Scale 1 inch = 50 ft.



Layout sketch by Mike Wolpert

Created on March 25, 2024

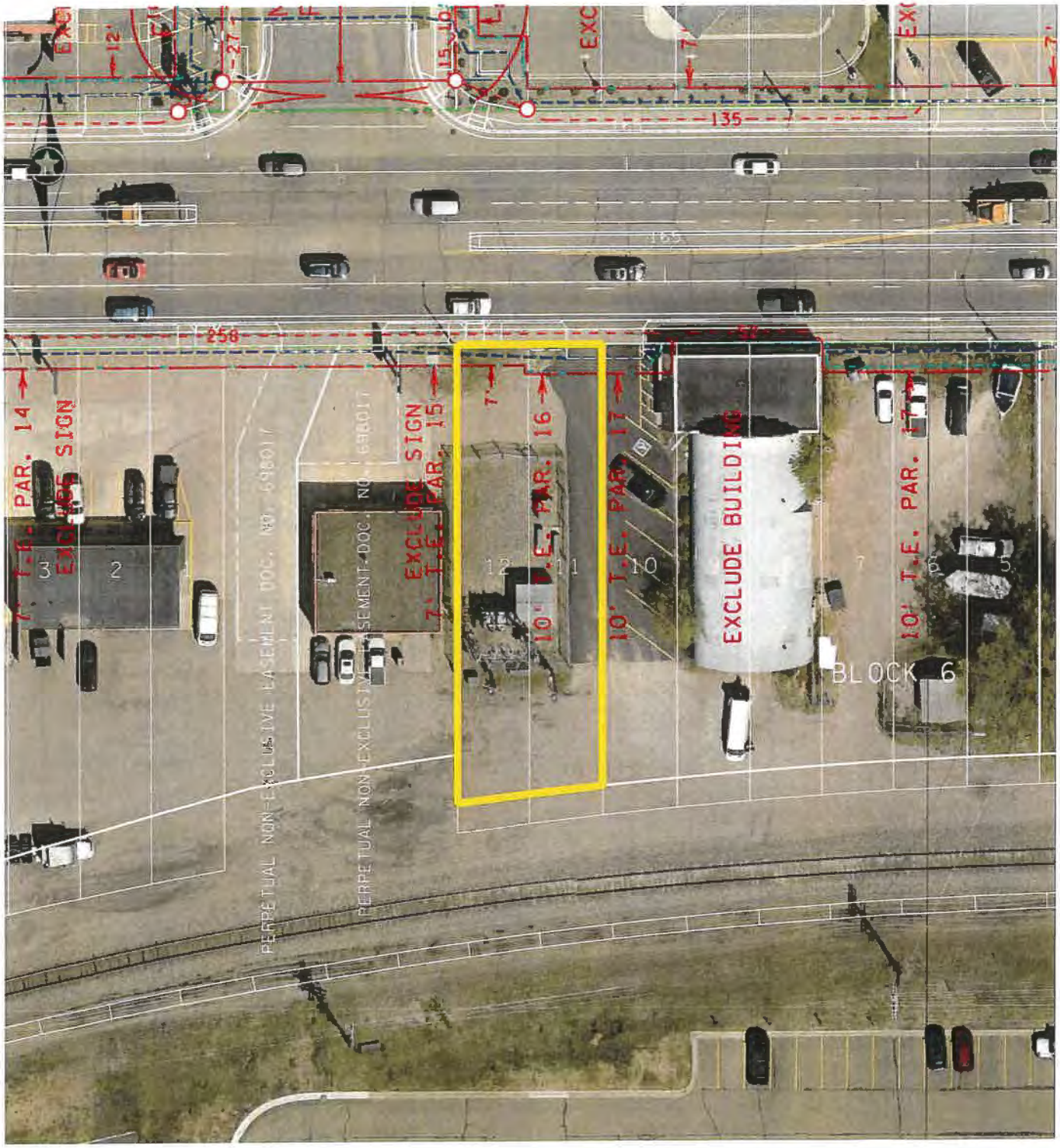
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1805 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 16
Sheet 2 of 2
Scale 1 inch = 50 ft.



Layout sketch by Mike Wolpert

Created on March 25, 2024

DEPARTMENT OF TRANSPORTATION

395 John Ireland Boulevard
Saint Paul, MN 55155

Date: 02/28/2025

City of Brainerd
Mayor
Brainerd City Hall
501 Laurel St.
Brainerd, MN 56401

RECEIVED
MAR 03 2025
CITY OF BRAINERD
ADMINISTRATION

State Project #: 1805-80RW
Control Section #: 1806 (210=2) 304
Project Job #: TRW239141
County: Crow Wing
Parcel: 85 - City of Brainerd
Property Address: BRAINERD, MN 56401

The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 210. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is $500.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,

Joseph D. Pignato, Director
Office of Land Management

Enclosures:
"Guide for Property Owners" Booklet
Legal Description describing acquisition
Offer to Sell and Memorandum of Conditions (reference copy if applicable)
Conveyance Instrument (reference copy if applicable)
"Relocation Assistance" Booklet (if applicable)
Valuation Report
Appraisal Reimbursement Claim form
Acquisition Incidental Claim form
Plat map (if applicable)
Parcel sketch

Receipt of Valuation Report:

Date:_____

Owner:_____

TEMPORARY EASEMENT

C.S. 1806 (210=2) 304
Parcel 85
County of Crow Wing

Date:_____

For and in consideration of the sum of Five Hundred [illegible] _____ Dollars ($ 500.00), City of Brainerd, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in Crow Wing County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of Government Lot 4 and the Northwest Quarter of the Southeast Quarter, both in Section 19, Township 45 North, Range 30 West, shown as Parcel 85 on Minnesota Department of Transportation Right of Way Plat Numbered 18-145 as the same is on file and of record in the office of the Registrar of Titles in and for Crow Wing County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 109404, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

CITY OF BRAINERD

By_____

Its _____

And_____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Brainerd, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

_____
NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

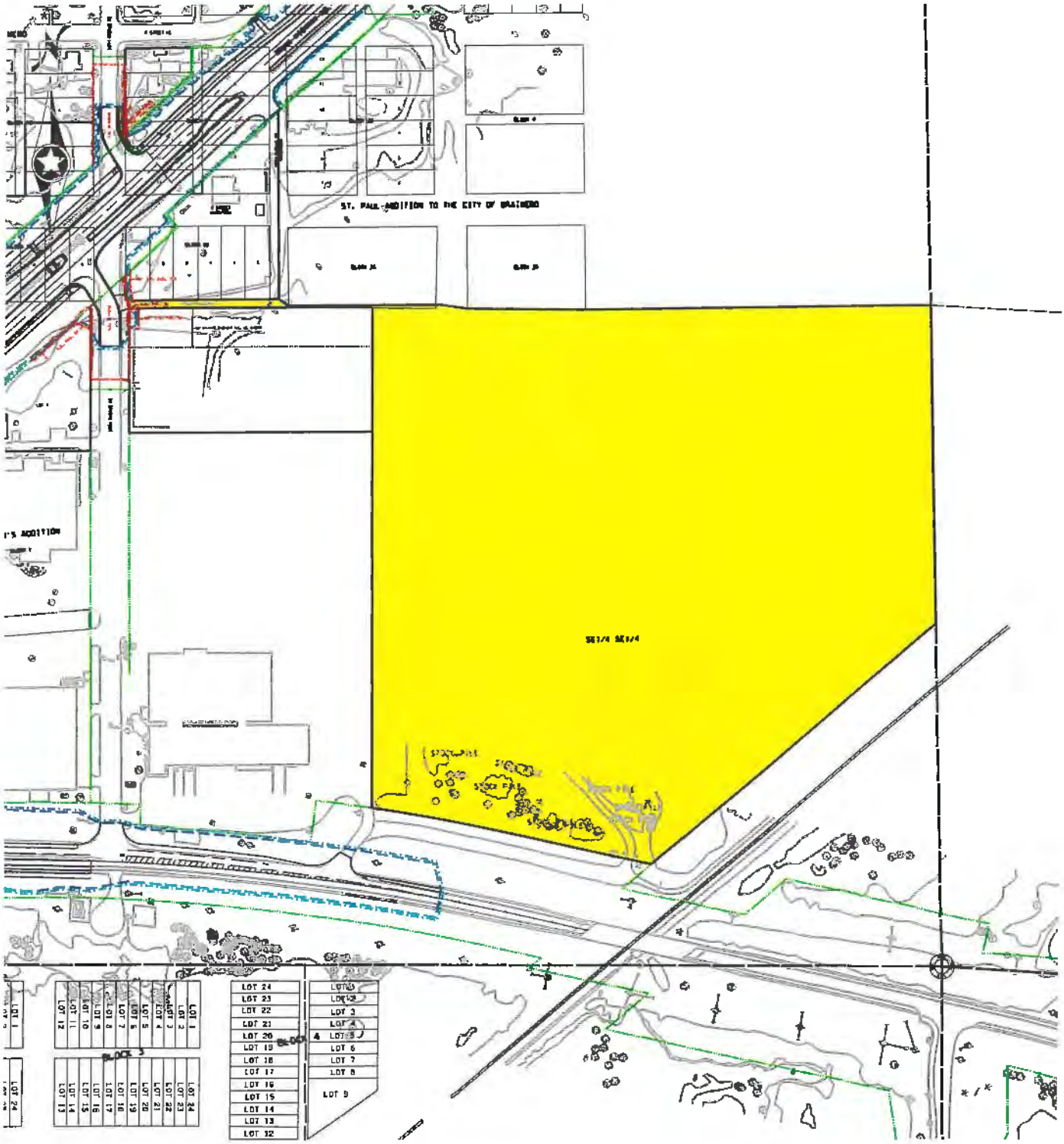
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1806 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 85
Sheet 1 of 4
Scale 1 inch = 300 ft.



Layout sketch by Mike Wolpert

Created on March 25, 2024

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1806 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 85
Sheet 2 of 4
Scale 1 inch = 300 ft.

Layout sketch by Mike Wolpert

Created on March 25, 2024

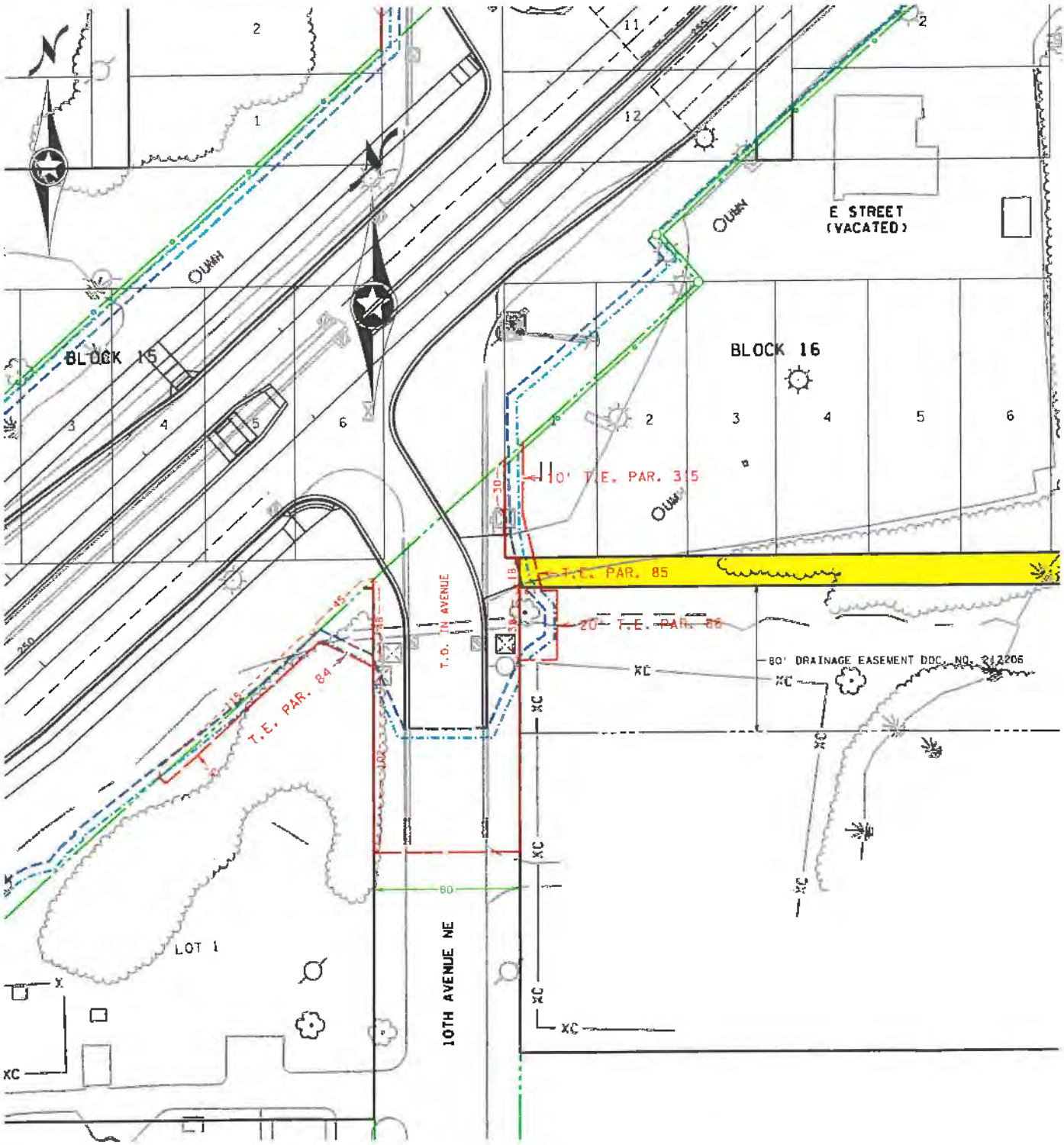
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1806 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 85
Sheet 3 of 4
Scale 1 inch = 80 ft.



Layout sketch by Mike Wolpert

Created on March 25, 2024

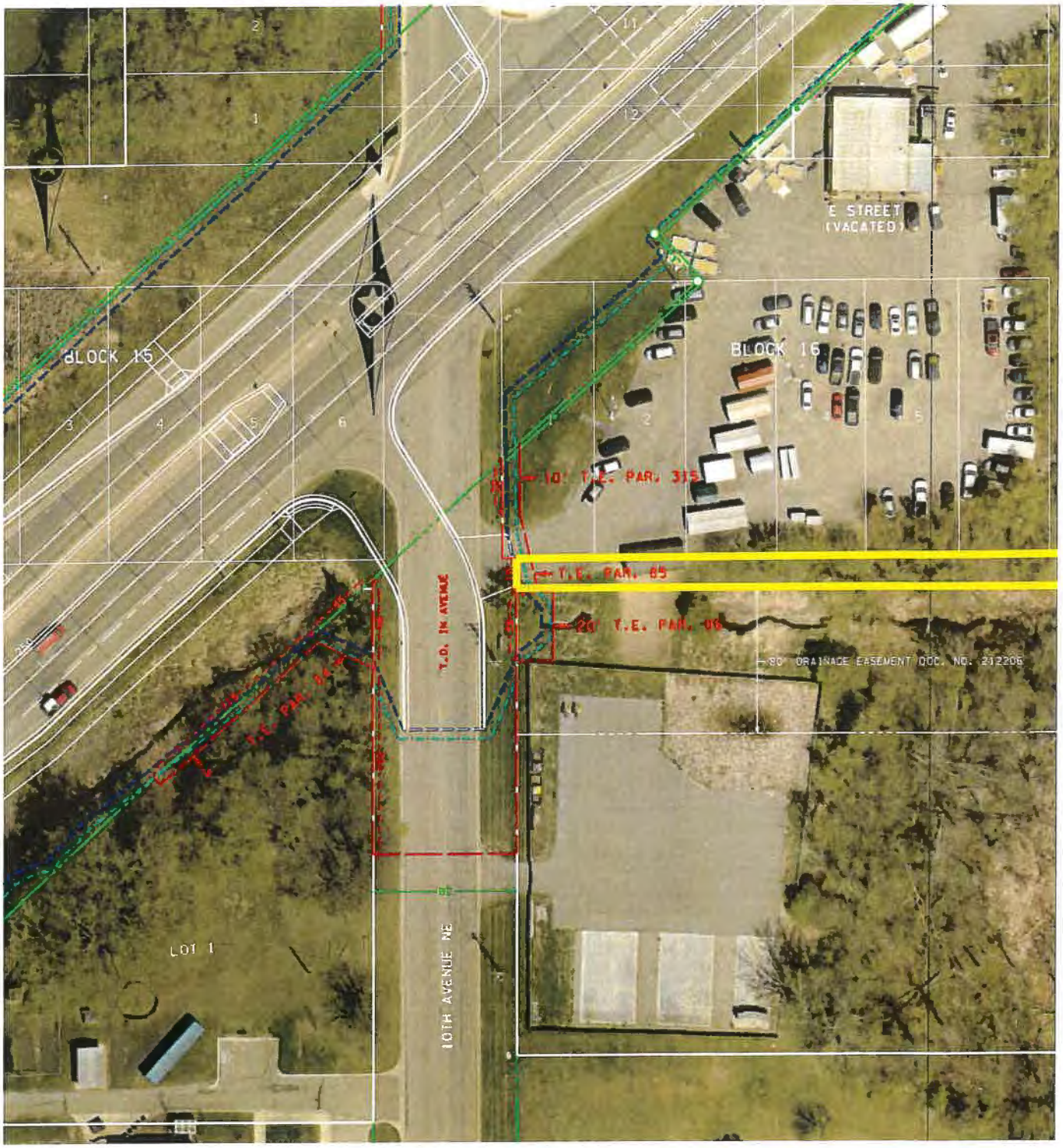
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1806 (210=2) 304
State Project: 1805-80RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 85
Sheet 4 of 4
Scale 1 inch = 80 ft.



Layout sketch by Mike Wolpert

Created on March 25, 2024

DEPARTMENT OF TRANSPORTATION

395 John Ireland Boulevard
Saint Paul, MN 55155

Date: 02/28/2025

City of Brainerd
Mayor
Brainerd City Hall
501 Laurel St.
Brainerd, MN 56401

RECEIVED
MAR 03 2025
CITY OF BRAINERD
ADMINISTRATION

State Project #: 1805-80RW
Control Section #: 1805 (210=2) 304
Project Job #: TRW238759
County: Crow Wing
Parcel: 363 - The City of Brainerd
Property Address: BRAINERD, MN 56401

The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 210. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is $4,400.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,

Joseph D. Pignato, Director
Office of Land Management

Enclosures:
"Guide for Property Owners" Booklet
Legal Description describing acquisition
Offer to Sell and Memorandum of Conditions (reference copy if applicable)
Conveyance Instrument (reference copy if applicable)
"Relocation Assistance" Booklet (if applicable)
Valuation Report
Appraisal Reimbursement Claim form
Acquisition Incidental Claim form
Plat map (if applicable)
Parcel sketch

Receipt of Valuation Report:

Date:_____

Owner:_____

TEMPORARY EASEMENT

C.S. 1805 (210=2) 304
Parcel 363
County of Crow Wing

Date:_____

For and in consideration of the sum of Four thousand Four Hundred Ten _____Dollars ($ 4,410), City of Brainerd, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in Crow Wing County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of Lots 3 and 5, Block 36, WEST BRAINERD, and that part of the vacated alley accruing thereto by the reason of the vacation thereof, shown as Parcel 363 on Minnesota Department of Transportation Right of Way Plat Numbered 18-137 as the same is on file and of record in the office of the County Recorder in and for Crow Wing County, Minnesota, by the temporary easement symbol, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

CITY OF BRAINERD

By_____

Its _____

And_____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Brainerd, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

_____
NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

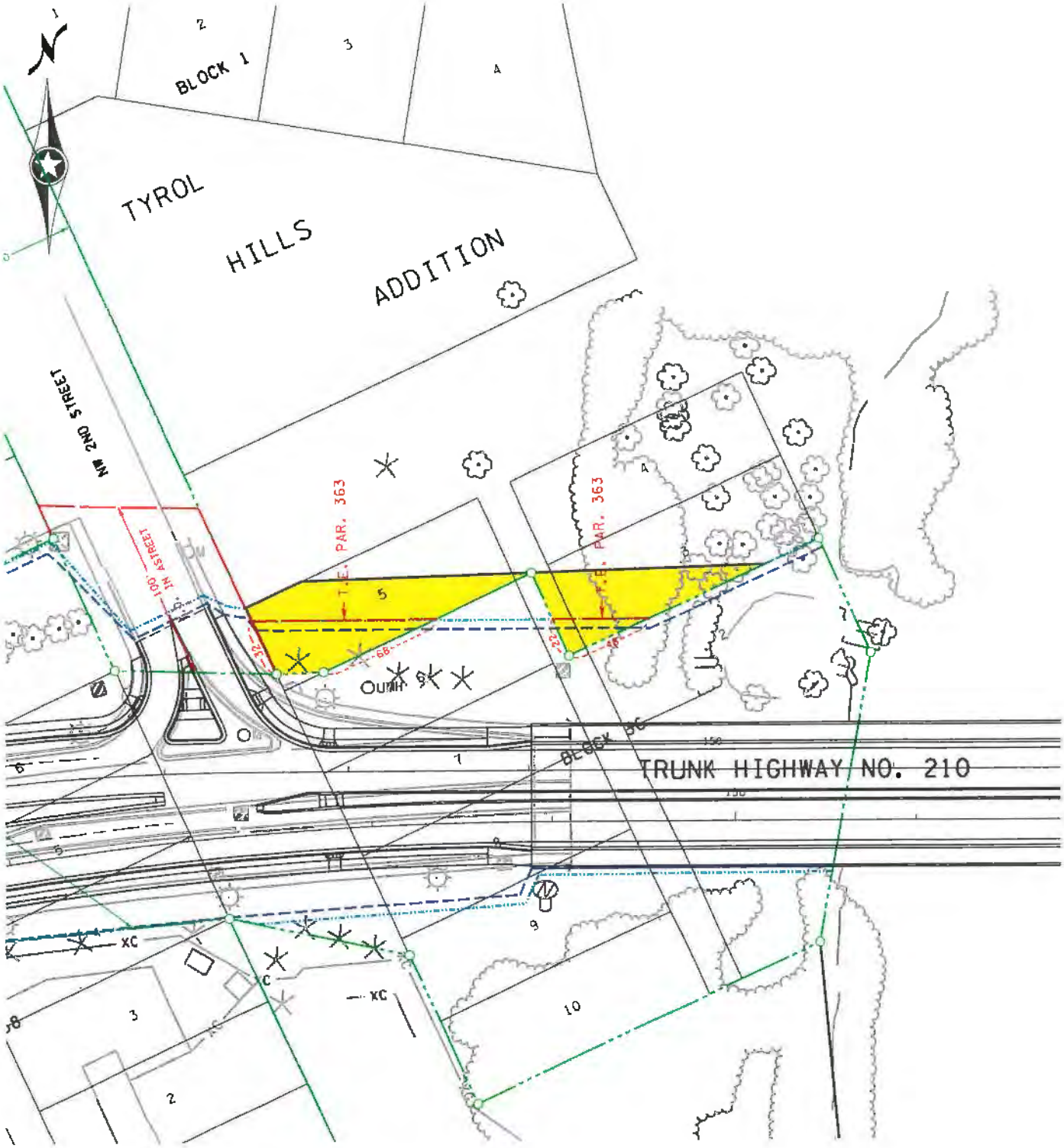
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1805 (210=2) 304
State Project: 1805-80RW
Owner: The City of Brainerd

County: Crow Wing

Parcel Number: 363
Sheet 1 of 2
Scale 1 inch = 80 ft.



Layout sketch by Mike Wolpert

Created on April 10, 2024

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1805 (210=2) 304
State Project: 1805-80RW
Owner: The City of Brainerd

County: Crow Wing

Parcel Number: 363
Sheet 2 of 2
Scale 1 inch = 80 ft.

Layout sketch by Mike Wolpert

Created on April 10, 2024

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Update on the Airport

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: Council asked staff to coordinate with CWC and the Airport Director to provide a letter of recommendations regarding airport functions around HR, Finance, Legal, Technology, and Facilities. City staff, the CWC Administrator, and the Airport Director have provided comment in the attached letter.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The general recommendation is to attempt to consolidate all the disparate governing documents into one mutual agreement to be agreed upon and signed by the City Council, the County Commission, and the Airport Commission.

RECOMMENDED ACTION/MOTION: Motion directing staff to work with our attorney and the County attorney to prepare a document outlining roles and responsibilities across all functional areas of the Brainerd Lakes Regional Airport.

FINANCIAL IMPACT: TBD

7 March 2025

Crow Wing County Commission
Brainerd City Council
Brainerd Lakes Regional Airport Commission

References:
Ordinance No. 900
Ordinance No. 433
Brainerd Employee Policy Manual
BLRA Employee Policy Manual

City, county, and airport staff have been at work listening, understanding, and determining a proper response to the city's motion regarding future functional agreements between the City of Brainerd and the Brainerd Lakes Regional Airport (BLRA). Many discussions followed amongst elected officials, staff, and mutual constituents. City staff are ready, willing, and able to recommend a course of investment for new opportunities so the city can remain in the economic center of the central Minnesota region.

The Brainerd City Council has directed staff to provide recommendations across five functional areas of airport support to include (1) technology, (2) facilities, (3) human resources, (4) finance, and (5) legal. Ordinance No. 433 was originally adopted in 1946 and was last updated in 1991. Overall recommendations will be identified first followed by more detailed comments.

OVERALL RECOMMENDATIONS

1. Considering recent technology integration, review/revise technology support agreement and incorporate finance, technology, and HR services into one master agreement.
2. Consider annexation of the airport property.
3. Classify airport employees as city employees subject to the city's personnel policies.
4. Clearly define HR support requirements in the master agreement.
5. Update the BLRA employee policy manual stating that airport employees shall follow the City of Brainerd's technology policy and ensure that the airport commission enforces the employee policy manual.
6. Incorporate airports costs to obtain city services into their operational budgets so we can levy those dollars.
7. In short, a Master Services Agreement identifying roles, responsibilities, and financials of all stakeholders.

I. Technology

A. A. Background

DRAFT

The airport network had been created and maintained over the course of many years by various vendors and contractors. After a total system failure at the airport in December 2022, the city's technology department staff assumed administration of the existing airport network and added a separate extension of the city network to the airport. This decision was made rapidly out of necessity for the immediate operational needs of the airport. Historically the city has been the fiscal agent of the airport and therefore adding airport staff to the city network allows more efficient use of various software solutions and workflows.

B. B. Current Operations

An agreement was drafted, with legal review, which states the airport will pay a fraction of the city's operating technology budget in exchange for use of the city's technology services and resources. Network administration and basic or routine technology support are included in the retainer amount. Hourly rates apply for projects or other times above and beyond standard technology support. With the ongoing integration of city and public utility technology into an integrated technology department, the contract language and terms will need to be revised – or included within a broader master services agreement.

C. C. Future Recommendations

With the increased staff from the integrating technology department, the city should have the capacity to continue providing technological support to the airport. The airport does have considerable aging technological infrastructure deficiencies which will need to be considered during budget cycles along with the staff hours necessary to implement solutions. As part owner of the airport, Crow Wing County could be asked to participate in some of the needed technology infrastructure projects to save considerable labor costs that are not currently available in the airport budget.

II. Facilities

Since the early 1980's, the demands for immediate airport services grew as federal expectations of regional airports grew. We now have full-time positions that are cross trained for airport operations, airport building and grounds maintenance, aircraft rescue and firefighting, and emergency medical technician services. Specialized requirements are contracted with our local businesses that can support airport operations and maintenance.

A full-time airport director and deputy director position are in place to assist the communities in navigating the increasing complexities of airport ownership and support. The BLRA is technically located in Oak Lawn Township. It receives Brainerd fire service per the fire contract with Oak Lawn Township. City water and sewer service were extended to the property in 2016.

The Crow Wing County Sheriff's Office holds jurisdiction over the airport and serves as the primary law enforcement agency. The Brainerd Police Department will continue to extend mutual aid to the Sheriff's Office. The Brainerd Police Department will keep participating in

DRAFT

disaster preparedness and training exercises at the airport in collaboration with the Crow Wing County Sheriff's Office, Crow Wing County Emergency Management, Airport Administration, and ARFF Personnel.

III. Human Resources

D. A. Background

Providing human resource services to the airport arose out of the fact that the city has historically served as the airport's fiscal agent, including processing payroll.

E. B. Current Operations/Employment Law Concerns and Liabilities

City of Brainerd Ordinance No. 900 states in Section 4, "This Commission shall have authority to hire or retain all employees and professional services that may be necessary in accomplishing the purposes for which it is appointed." This language is ambiguous, and a formal document should be adopted that clarifies if airport employees are airport commission employees or city employees. Currently, airport employees are paid via the city's payroll system and receive a W-2 issued by the city. This arrangement could cause liability concerns as it may be difficult to argue that airport employees are not city employees without that formal clarification in place.

Airport employees are not governed by the city's personnel policies, but they are allowed to access and use the city's technology network. This arrangement does not allow the city to implement policies for airport employees nor can the city impose any appropriate disciplinary action if an airport employee violates our technology policies.

There needs to be clear expectations regarding when the airport should participate financially for HR staff assistance/services, including annual fees for our online applicant tracking and onboarding software, the online benefits election platform, COBRA administration, etc. Currently, the city assists with HR issues when requested by the airport director. If the City continues to assist with HR issues at the Airport, it is recommended that there be defined areas of assistance in a formal document that clarifies when the city HR staff should assist the airport (i.e. hiring, terminations, disciplinary actions, employment claims, etc.).

Currently, the payroll and HR staff are not aware of what is being negotiated for airport employees, and it may conflict with city practices. An example regarding the impact of airport employees being employed by the airport (a separate employer) and how it affects the city, is during union negotiations. The airport director currently negotiates with the IUOE union that represents employees performing ARFF/operations duties at the airport. At a minimum, a summary of changes or a red-lined version of contract changes would be appreciated.

DRAFT

In 2024, IUOE airport employees received an additional holiday (Juneteenth) that the city negotiated against unless the union gave up a floating holiday. This was not required for airport union employees. Moreover, this additional holiday was granted to the airport's administrative staff without formal action from the Commission. The airport director informed city staff to follow the union contract language for administrative staff as well but did not update the airport's EPM that governs terms and conditions for non-union staff.

Lastly, airport staff received an 8% general wage increase for 2024. This wage increase was a negotiation topic from the IUOE and IBEW unions to the city. It would be easier if there was consistent treatment as directed by the city council for all individuals on our payroll system.

F. C. Future Recommendations

Remedy the above issues via a master Joint Powers Agreement, a provision in the airport's employee policy manual, or other formal document for HR services. The city assists the Brainerd HRA with HR duties pursuant to a written agreement. A similar document could be utilized with the airport.

When city staff met with county staff in 2024, the county representatives stated they would require airport employees to become county employees and be subject to the county's policies, procedures, and reporting. Having airport employees become city employees is an interesting concept and something that the elected officials would need to agree upon with a modified joint powers agreement. Doing so would alleviate all the issues in the HR Section.

IV. Finance

G. A. Background

Finance was the only functional area specifically identified in the 1946 ordinance. It established the City of Brainerd as the fiscal agent for the airport. From 1946-1984, the city and county contributions were the same. Then, from 1985-1991 the county contribution was $2,500 more than the city to pay for legal services (reference 10Apr84 county board minutes). Since 1992, the difference has been $1,500. It was understood that the city was the fiscal agent, and legal services were provided by the county. Staff does not know why the amount changed.

The airport maintains records that date back to airline deregulation and the establishment of the federal airport improvement program. Since the 1980's, approximately $60M has funneled through federal and state resources to the airport, with minimal local investment. These projects add additional regional revenue that flows through area suppliers and contractors. Receiving federal funding requires additional financial reporting responsibilities to be done by the fiscal agent.

DRAFT

H. B. Current Operations

Budgeted operating revenue for 2024 is 15% from grants, 60% from user fees, and 25% contributions from both the city ($146,080) and county ($166,420). These dollars are for maintenance and operations of the airport. However, budgeted expenditure exceeded budgeted revenues in 2024 by $253,000. The contributions for 2025 are set at $1,000 from the city, $166,420 from the county, plus $10,067 from the 2024 solar energy production tax generated from the airport's solar facility in Oak Lawn Township. The solar energy production tax is not guaranteed for future years.

The city finance department performs all the financial functions for the airport such as processing payroll, accounts payable, accounts receivable, and reporting functions. It was estimated in 2024 that the finance department spent approximately 440 hours, equating to roughly $23,000 performing these functions for the airport.

I. C. Future Recommendation

Create an agreement between the airport and the city, whereas the airport is contracting with the city for financial, technology, and human resource services. The cost of these services become part of the airport operating budget and will be part of determining the overall levy/contribution needed to operate the airport.

One of the main concerns of the city council is that city residents pay the city's contribution to the airport as well as a share of the county's contribution. This has often been referred to as that city residents are being "double taxed" for airport operations. The bottom line is that a city resident/business contributes more to the airport than a county resident/business. Staff suggests two ways to resolve this issue. The city does not make a financial contribution to the airport, and/or pursue an airport authority, or a separate taxing jurisdiction providing for a larger tax base for the funding of the airport.

V. Legal

The hiring of legal teams has only been reactionary as the aviation industry is quite regulated through the federal and state governments. There has not been many issues related to the operation and maintenance of the airport. Issues usually arise in HR and local administrative practices. The county has invested more into a legal fund on the monthly financial report. Those funds are available should a third-party lawyer be needed. The commission did an RFQ last fall and has a third-party airport lawyer available should the services be necessary.

VI. Other Considerations

J. A. Public Works

As the airport is outside the city limits, they are billed at double water rates per the nominal practice for properties outside city limits. With annexation into city limits, this

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would save the airport money. Utility lines would continue to be maintained by the city. Regarding the airport road, if annexation occurred, staff recommends it continue to remain a private road that the airport maintains. Finally, staff recommends working with a professional unmanned aerial vehicle company to determine the level of mitigation needed for the airport.

K. B. Potential Annexation

At the request of property owners, the city began annexing property along Highway 210 in 2000, and the corporate limits of Brainerd were extended to within one quarter mile of the airport. BLRA is currently in Oak Lawn Township but is connected to municipal water and sewer services.

In 2016, the airport utility extension was completed. The city issued utility revenue bonds in the amount of $9,690,000. With interest, the total cost is $12,272,943. For Baxter to extend their local option sales tax, they are contributing up to $8,000,000 to pay for the extension. The remainder of the debt is to be paid from sanitary and water utility revenues. The purpose of the city trunk utility extension project was to construct water and sanitary sewer infrastructure sufficient to meet current and future needs of the Northeast Brainerd utility planning area and the airport, thereby fulfilling the goals identified by community and regional facility planning. The project also provided a solution for immediate fire protection needs for the airport.

The airport currently pays 200% for water and sewer rates and is required to apply for plumbing permits through the city community development department. The airport pays full price for plumbing permits and sewer and water accessibility charges. The airport is not required to apply for building permits and all land use permits are issued by the county. Staff has provided a list of possible advantages and disadvantages of annexing the airport.

Advantages:
1. Greater control of land use permits by the city council.
2. MN state building/fire code would be reviewed for each project and fully enforced (airport is currently not required to apply for building permits).
3. Annexing the airport would further strengthen the city council's direction so that any entity receiving municipal services should be part of the city.

Disadvantages:
1. Annexing property between the city corporate limits and the airport would not add significant developable property to the city.
2. Orderly annexation may have strong opposition from Oak Lawn Township.
3. The airport is tax exempt and will not add tax capacity to the city.
4. Fees for water and sewer would be reduced to 100% and therefore would have a negative impact on the city's budget.

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Following is a summary of the last five years.

Year	200% Actual	100% Estimated
2020	28,017.17	14,008.59
2021	31,425.77	15,712.89
2022	32,167.95	16,083.98
2023	39,467.27	19,733.64
2024	42,010.02	21,005.01
Average	**34,617.64**	**17,308.82**

L. C. Airport Authority?

Questions regarding the sponsorship of publicly owned and operated airports arise from time to time. Communities are finding that investments in public-use regional airports have enhanced the quality of life for all residents due to the fast and convenient connections for business, recreational, and civic purposes. Communities that embrace the changing conditions and growth mindset benefit from a regional airport that is organized to operate as a public enterprise with the sole purpose of serving the residents, businesses, and non-profit organizations for safety, security, economy, and efficiency.

It is the recommendation of the Airport Director for the City of Brainerd to continue investments into the Brainerd Lakes Regional Airport to allow for continued growth of the central Minnesota region while keeping the City of Brainerd at the heart of central Minnesota. A pathway is currently under discovery for the sunsetting of the direct investment of the City of Brainerd into a more regional investment through a joint-venture airport authority comprised of multiple regional counties.

VII. Airport Director Comments

In addition to the five areas noted above, there are a lot of other parties that play in the development, care, and maintenance of the airport. Airports are significantly dependent upon federal and state transportation resources, rules, and regulations. Police and fire are already integrated into the fabric of community relations and the National Incident Command System. Your airport staff are accredited nationally and bring experience and resources to guide us through innovative solutions. We recommend that the council receives the advisement of the commission motion dated 09Jan25, in support of the investigation of a stand-alone airport authority. The airport will be funded regionally to build new infrastructure to attract more airlines, convenient flight times for business travelers, and expand direct routes while expanding business development at the airport within its growth zone. By working together as a region, the levy will grow the tax base and increase the annual economic impact for major employers and main street businesses throughout our region currently calculated in 2019 at $31M annually. Deliverables would include:

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- Further investment in and strengthening Brainerd's regional airport as the region's fiscal heart
- **Provide business travelers the flights they need**
- **Deliver affordable, direct flights from BRD to Florida, Arizona or Colorado**
- Develop the commercial growth zone to inject more cash into the regional economy
- Position the region as one of America's best places to live and work

VIII. Crow Wing County Comments

The county continues to not be interested in an ownership change at this time. We would continue to provide legal services as per our current arrangement; however, any additional support services considerations would require additional infrastructure investments and additional employee resources if the county were to manage the support services. With a potential $2.75 million shift of state services to county taxpayers currently proposed, and additional state and federal funding unknowns at this time, the ability of the county to absorb the necessary additions to transfer airport support would not be financially viable in the 2026 budget.

IX. Closing Thoughts

It is recommended that a master services agreement be entered into amongst the city, county, and airport commission outlining the above-mentioned support services. These support services will be reviewed and discussed during the 2026 budget process. The airport does have enough in the budget this year to accommodate the budgeted investments of both the city and the county. Thank you for your consideration.

Regards,

Nicholas W. Broyles
Brainerd City Administrator

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City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Discussion on Council Priorities to Staff

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Jeff Czeczok, Councilmember

DEPARTMENT: Administration

PRESENTER: Mike O'Day, Councilmember, Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 10 minutes

SUMMARY OF ISSUE: Council wants a formal opportunity to set strategic priorities for staff.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Several items were discussed at the city's offsite on March 10. Council requested an opportunity at this meeting to formally identify priorities for staff. The attached email is my attempt to capture closing comments from each of the elected officials as well as a sample deliverable that would include the priorities Council outlines.

RECOMMENDED ACTION/MOTION: This is a discussion item unless Council wishes to make a motion.

FINANCIAL IMPACT: N/A

From:	Nick Broyles
To:	Toni Gage
Subject:	FW: Initial Thoughts from Monday"s Offsite
Date:	Wednesday, April 2, 2025 2:54:52 PM
Attachments:	image001.png

Please include this email in the "Discussion of Council Priorities".

Thanks!
Nick

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Nick Broyles
Sent: Wednesday, March 12, 2025 4:07 PM
To: Department Heads <DepartmentHeads@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>
Subject: Initial Thoughts from Monday's Offsite

Mayor, City Council, and Department Heads:

I tried to capture some of the closing thoughts on Monday from our elected officials. Please let me know if I have missed or misrepresented anything.

Kelly

1. Fire department remodel should be looked at
2. How is the annex intended on being used?
3. Interested in PW department phased integration beyond only technology and finance
4. What will staffing look like, billing, etc.
5. Where is everyone going to sit?
6. Wants more detail

Jeff

1. Also interested in fire department remodel
2. More detail on the annex
3. Why is fleet management not occurring now? Are we considering vehicle utilization?

Gabe

1. Stressed fiscal responsibility
2. Fleet management and finance integration
3. Fire station 1 – yes; fire station 2 – no
4. Can the city acquire the state hospital property?

Kevin Y.

1. 210 and S. 6th corridors – should we do active code enforcement?

Tad

1. Wants more information on integration
2. Wants to keep the annex

Mike O.

1. Wants a list of highest priorities from staff
2. What do we need now?
3. What is most cost-effective?
4. Active code enforcement in high-density corridors
5. We need to sell city properties

Mayor

1. We need economic development
2. Outside investment
3. Build the community first
4. Enforce regulations
5. Sit down with developers
6. We need to market our properties better
7. Proactively work with people regarding parking lots

Lastly, here are my initial thoughts for staff priorities:

1. Repair elevator in annex
2. Finance integration (at this time, I do not believe we need additional FTEs), Integration Work Group meeting on March 24
3. Provide a more detailed plan for annex utilization (functionality and seating)
4. Active code enforcement on high density corridors
5. Fire station 1 remodel
6. Learn more about acquiring state hospital property
7. Ratchet up attention on selling city property

8. Consider infrastructure integration and Deputy City Administrator concurrently, consider Charter implications (not an easy effort), begin to socialize this with the Charter Commission
9. Active and intentional centralized fleet management from cradle to grave, purchase to surplus
10. Transit operations moving forward – do we need a change?

Thank you all again for, what I believe, was successful offsite retreat on March 10. I am quite excited for what the future holds for the City of Brainerd!

Regards
Nick

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

Subject	Due Date	Companies	Notes	Status
Country Manor	6/1/2025	Community Dev	Development Agreement (complete) Tax Abatement Agreement (complete) Cost Share Agreement CWC (complete) Conduit Debt PH 3/17 (Complete) Conduit Debt Agreement 3/17 (Complete) Issue Conduit Debt	In Progress
Beaver Dam Parcel- Recertify to Correct Parcel	6/1/2025	Engineering		In Progress
SRTS Lowell	10/1/2025	Engineering	Authorize Bid (DONE) Award Bid Construction	In Progress
Improvement 23-12 Beech	10/20/2025	Engineering	Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	In Progress
Improvement 17-12 Wright	10/20/2025	Engineering	Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	In Progress

Improvement 23-14 Hawkins	10/20/2025	Engineering	Feasibility Report (DONE) Order Improvement/Authorize Bid Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	In Progress
Improvement 23-16 S Brd Resurface	10/20/2025	Engineering	Authorize Bid (DONE) Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	In Progress
M Street Outfall	10/20/2025	Engineering	Award Engineering (DONE)	In Progress
Airport Resolution		Administration	Staff is working internally	In Progress
Finance Integration		Administration	Presentation has been made to Administrator Broyles	In Progress
Codification		Administration	Initial talks have taken place. Need to develop a schedule. Staff is working to do this internally.	Not Started
805 Laurel		HRA	Developer is working on financing	Waiting
Orderly Annexation		Community Dev	Staff is working with County on Agreement	In Progress
Pedestrian Bridge		Engineering	Staff is pursuing funding opportunities	Waiting

Wastewater Reclamation	Public Utilities	Staff is pursuing funding opportunities Awarded $5 million in Congressional Spending	Waiting
Hydrodam	Public Utilies	Staff is pursuing funding for turbines	Waiting
Fire Station 1 Remodel	Fire		Not Started

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Consider Interim Use Permit for the Operation of a Year-Round Warming Shelter - 1926 S 7th St

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:
Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit to operate a warming shelter for the homeless in the Brainerd Lakes Area at 1926 South 7th Street. The current Interim Use Permit for the shelter expires on June 30, 2025. The facility operates between the months of September 1st - April 30th each year. The applicant is proposing to operate the shelter year-round.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
The Planning Commission held a public hearing at their meeting on March 19th. The motion coming out of the meeting was as follows:
Moved and seconded by Commissioners Petersen and Grecula to recommend approval of the Interim Use Permit renewal of the seasonal permit September 1st - April 30th to expire June 30th, 2028 and to allow a trial period from April 30th through August 31st, 2025 for the warming shelter at 1926 S 7th St along with the conditions provided.
Members Petersen, Grecula, and Gorham voted "aye". Members Erickson and Higgins voted "nay". The Chair declared the motion carried.

Commission Comments:
Commissioner Erickson indicated the initial request in 2021 featured the shelter as a warming shelter for the cold climate and not a homeless shelter and the incident report from the Police Department was concerning.

Commissioner Higgins agreed with Commissioner Erickson.

Commissioner Gorham stated he is in approval of the year-round concept due to these being people in our community and helping people will encourage them to do the right thing to improve their housing situation.

A full recap of the discussion can be found at the 2:02 minute mark at the following link:
City of Brainerd - Planning Commission - 3/19/2025 - YouTube

RECOMMENDED ACTION/MOTION:
Recommend approval of the Interim Use Permit renewal with the following conditions:

1. Interim Use Permit shall expire on June 30, 2028.
2. The facility operates between the months of September 1st – April 30th each year.
3. The facility may operate from April 30th through August 31st, in 2025.
4. If the Brainerd Police Department determines that the facility has been used in a disorderly manner and upon the recommendation of the Police Chief, the Interim Use Permit shall be brought before the City Council for review and consideration for suspending or revoking the permit at the next available City Council meeting.
5. Shelter staff shall provide a report to City Council each year prior to September 1st.

FINANCIAL IMPACT: N/A

MEMO

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 19th, 2025

RE: Consider Interim Use Permit 1926 S 7th St

REQUEST

PUBLIC HEARING. Interim Use Permit

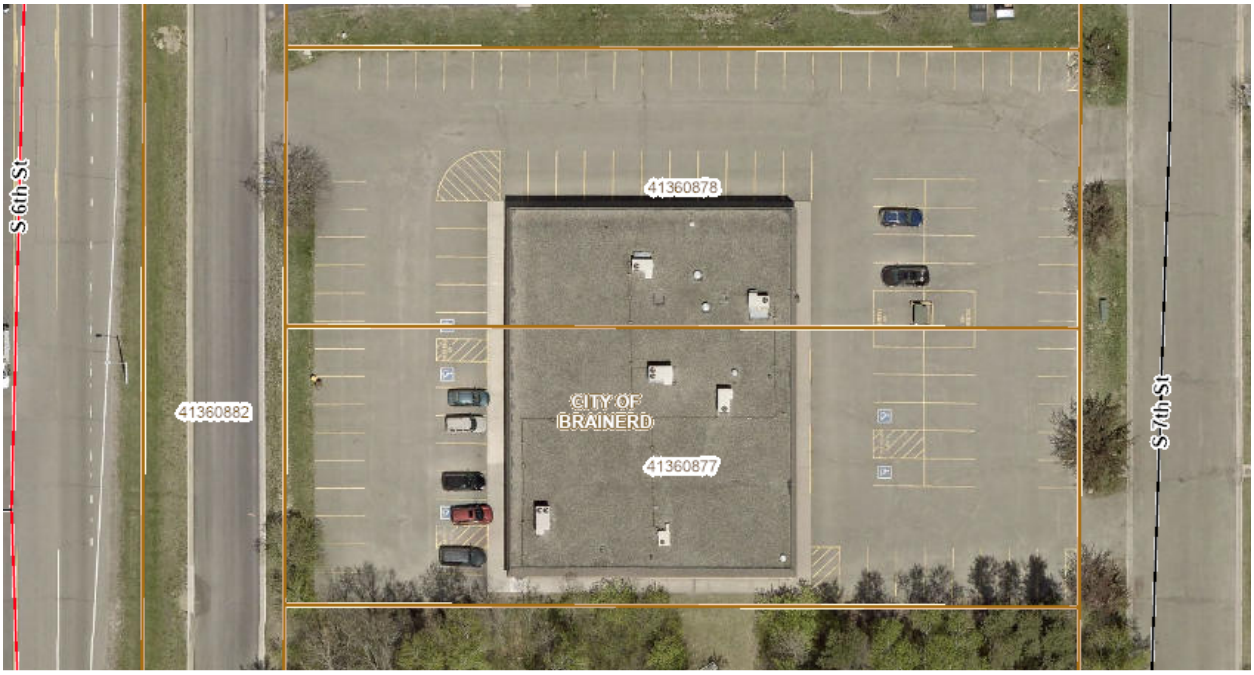
APPLICANT: Bridges of Hope

Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit to operate a warming shelter for the homeless in the Brainerd Lakes Area at 1926 South 7th Street. The current Interim Use Permit for the shelter expires on June 30, 2025. The facility operates between the months of September 1st – April 30th each year. The applicant is proposing to operate the shelter year-round.

CONTEXT

Parcel Number:	41360877 and 41360878
Zoning District:	General Commercial (GC) District
Property Area:	56,052 SQFT incl parking lot
Adjacent Uses:	North: Offices East: Evangelical Lutheran Good Samaritan South: Offices West: Residential
Adjacent Zoning:	North: General Commercial (GC) District East: General Commercial (GC) District South: General Commercial (GC) District West: Contemporary Neighborhood-Two (CN-2) District

AERIAL MAP



FINDINGS OF FACT

1. The property at 1926 S. 7th Street is located in a GC (General Commercial) District and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance.
2. Ordinance 1521 allowed for warming shelters in the General Business District pursuant to the requirements of Section 515-3-43 of the Zoning Code.
   a. *The applicant originally proposed a warming shelter to help those in need escape from dangerously cold winter conditions. They stated that the first year of operation would be a trial run to see how things went. They stated that they may consider offering other opportunities in the future.*
   b. *At the 10/20/2021 Planning Commission Meeting, Ann Hunnicut, the original facility operator, stated that it will be my job will be to make sure crime does not go up and the community is safe, that this isn't going to bring in higher crime rates to the City of Brainerd.*
3. The following are YouTube links to previous meetings:
   a. *City Of Brainerd - Planning Commission - 10/20/2021*
   b. *City Of Brainerd - Planning Commission - 10/26/2021*
   c. *City Of Brainerd - City Council - 11/1/2021*
   d. *City Of Brainerd - City Council - 11/15/2021*
   e. *City Of Brainerd - Planning Commission - 11/17/2021*
   f. *City Of Brainerd - City Council Special Meeting - 11/22/2021*
   g. *City Of Brainerd - Planning Commission - 7/20/2022*

h. City Of Brainerd - City Council - 8/1/2022

4. The warming shelter originally opened in November of 2021 and is currently operating between the months of September 1st – April 30th each year.
5. The applicant is proposing that the warming shelter operates year-round.
6. Ordinance 1571 prohibits camping in or upon any public property in the City and was passed by City Council on August 5th, 2024. A violation of this section is deemed a misdemeanor.
7. The warming shelter, for the purpose of temporarily sheltering homeless persons, must meet the following criteria as required by the aforementioned section of the Code:
   a. Operation may not exceed 16 continuous hours.
      i. The applicant states that the shelter will not exceed 14 continuous hours of operation.
   b. Facility occupancy shall not exceed 30 beds or total occupancy of facility as set by the Fire Marshal, whichever is less.
      i. The shelter will have 20 twin beds and will have two separate sleeping areas: male side and a female side. The Shelter will have 10 overflow mats. They will not exceed 30 guests on any given night.
   c. Facility shall be staffed during all hours of operation.
      i. The facility will be staffed at all times when guests are present.
   d. 24-hour contact information shall be provided to the City of Brainerd Police Department and Crow Wing County Community Services Department.
      i. The shelter has provided contact information to all parties.
   e. Except for bicycle racks, the outdoor storage of equipment, furniture, personal items, or other such possessions of those using the facility is not permitted.
      i. Guest bags, outer clothing (coats, snow pants), and property will be locked up upon arrival at the shelter by staff in the secured guest closet indicated on the floor plan.
   f. The facility shall meet all applicable building, safety, fire, and health code requirements.
      i. The Building Official and Fire Marshal inspected the facility before operation in the first year. The facility met all applicable building, safety, fire, and health code requirements. The Building Official and Fire Marshal have no concerns at this time.
8. According to Section 515-5-3 Interim Use Permits Procedure, New Uses, Uses defined as Interim Uses which do not presently exist within a respective Zoning District shall be processed according to the standards and procedures for a Conditional Use Permit as established by Section [515-5-2] of this Ordinance.
9. According to Section 515-5-2 Conditional Use Permits, Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general

welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on the Appendix A: Table of Uses.
    i. *Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance.*

b. The proposed use meets the regulations and standards established in this Ordinance.
    i. *The proposed use meets all requirements of Section 515-3-43 of the Brainerd Zoning Code.*

c. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
    i. *The shelter is currently operating at the location, and the applicants are not proposing any exterior changes.*

d. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
    i. *The shelter is currently operating at the location, and the applicants are not proposing any exterior changes.*

e. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
    i. *The facility has an adjacent parking lot. There have been no issues to the surrounding neighborhood regarding off-street parking and loading.*

f. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
    i. The proposal is consistent with Public Safety GOAL 1: Brainerd will protect and provide for the safety of residents and visitors.
        1. Policy 1. Make efficient use of existing facilities to ensure access to emergency services for all residents and visitors.
            a. *The warming shelter has provided an asset to the community to shelter those in need during extremely cold winter conditions. Shelter staff have worked well with emergency services.*
    ii. The proposal in not consistent with Public Safety GOAL 1: Brainerd will protect and provide for the safety of residents and visitors.
        1. Policy 3. Continuously seek to eradicate crime through innovative and contemporary strategies, including preventative, proactive, and responsive measures.
            a. *After reviewing the data provided by the police department staff sees a direct correlation of an increase in incidents occurring at the shelter or within one block of the shelter. Staff have concerns that*

expanding operation of the shelter will again increase incidents in the neighborhood.

b. *There were 2 Incidents from January 2020 – July 2021. This is prior to the Warming Shelter opening and within one block of Warming Center location.*
c. *There was a total of 119 incidents from August 2021 – February 2025. Incidents either occurred at the shelter or within one block and had a direct correlation with the shelter and/or their patrons.*

Staff have included data from the police department regarding incidents occurring at the shelter or within one block of the shelter.

The Community Development Department has not received a complaint from the public regarding the shelter after the issuance of their second IUP in 2022.

As of this writing, no one has contacted the Community Development Department with concerns or objections to the Interim Use Permit.

STAFF RECOMMENDATION

Staff recommend approval of the Interim Use Permit contingent upon the following conditions:

1) The facility operates between the months of September 1st – April 30th each year.
2) Interim Use Permit shall expire on June 30, 2028.
3) If the Brainerd Police Department determines that the facility has been used in a disorderly manner and upon the recommendation of the Police Chief, the Interim Use Permit shall be brought before the City Council for review and consideration for suspending or revoking the permit at the next available City Council meeting.
4) Shelter staff shall provide a report to City Council each year prior to September 1st.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2307 www.ci.brainerd.mn.us

INTERIM USE PERMIT

Application Form (residential - $350.00 / commercial - $500.00 +$500.00 escrow deposit) (This form must be filled out completely before your application will be accepted)

Property Address for this *Interim Use Permit*: 1926 South 7th Street

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow Overnight homeless shelter, used to provided a safe nights sleep. Shelter will be staffed during hours which clients are present. Shelter to be operated year round.

at the property address listed above until the date of 8/31/2028

Legal Description (attach, if lengthy): Lot 4&5 Block 3 Addition Holiday Inn addition to Brainerd section 36 Township 45 Range 031

Property Owner: Steven D. Skauge
Address: 1205 N Tower Rd Fergus Falls 56537
(Street) (City) (State) (Zip)
Contact Information #: 218-205-5499
(Home) (Business)
(Fax) stevesS@productivemn.org
(E-mail)

Applicant: (if different than Property Owner) Bridges of Hope- Jana Shogren
Address: 2011 South 6th street, Brainerd, MN 56401
(Street) (City) (State) (Zip)
Contact Information #: 218-825-7682
(Home) (Business)
(Fax) jana@bridgesofhopemn.org
(E-mail)

Contact Person: (if different than Property Owner) Jana Shogren or Bill Wear
Address: 2011 South 6th Street, Brainerd MN 56401
(Street) (City) (State) (Zip)
Contact Information #: 218-825-7682
(Home) (Business)
(Fax) bill@bridgesofhopemn.org
(E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by: Steven D. Skauge **Date:** 2/13/25
(Property Owner)

STEVEN D. SKAUGE
(Property Owner-Please print Name)

Jana M. Shogren **Date:** 2/20/25
(Applicant-If different than owner)

Jana M. Shogren
(Applicant - Please print name)

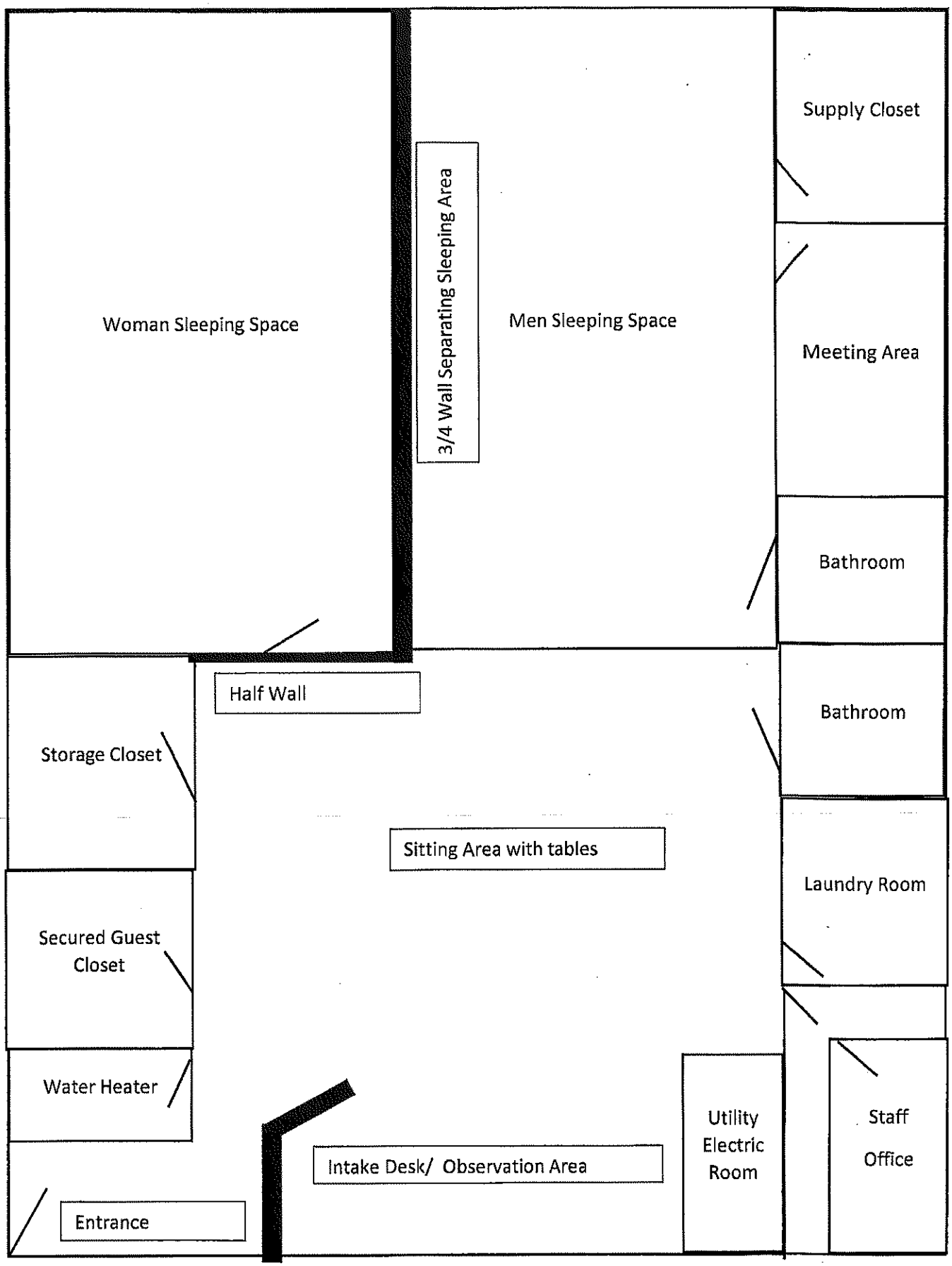
Interim Use Permit

Supporting Information

The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met. In order to facilitate review of this application for an *Interim Use Permit,* the applicant must address each of the *"Criteria"*, referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare**. The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced n Section 515-5-3 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
   (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
   (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
   (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
   (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
   (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
   (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
   (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con't)


Woman Sleeping Space
3/4 Wall Separating Sleeping Area
Men Sleeping Space
Supply Closet
Meeting Area
Bathroom
Bathroom
Half Wall
Storage Closet
Sitting Area with tables
Laundry Room
Secured Guest Closet
Water Heater
Utility Electric Room
Staff Office
Intake Desk/ Observation Area
Entrance

GUEST AGREEMENT

Name:_____Date:_____

- **I AM 18 YEARS OF AGE OR OLDER.**
- I cannot use illegal substances, marijuana, and/or alcohol in the shelter, or on the grounds of the shelter.
- I will not be allowed to have any personal belongings, coats, or bags while in the shelter. This includes bedding, pillows, and blankets.
- I agree to have all my bags/belongings reviewed and stored by staff. I must check-in my medications, weapons, chemicals, and alcohol. I understand that I cannot get them back until I am ready to check out for the day, between 6:00 a.m. and 8:00 a.m.
- I am only allowed to bring in electronic devices, charging cords, cell phones, and unopened snacks/beverages.
- I cannot bring non-prescription or illegal substances into the shelter, including marijuana.
- I must consent to staff's requests to search my person, personal property and belongings when I am on the "The Bridge on 7th" property.
- I understand I must show respect to staff and other guests while on the premises.
- Lights out at 11:00 p.m. I understand that if I choose to stay in the common area after the lights are out that I will be quiet and respectful to others who may be sleeping.
- Smoking of cigarettes and/or vapes may be allowed on the premises and used in designated area only. Cigarettes, lighters, vapes must be checked in and stored by staff

at the front desk. Smoking is permitted during the shelter operation hours, with only 1 person going out to smoke at a time between the hours of 11:00 p.m. and 7:00 a.m.

- I understand there is no fighting, swearing, or property damage on these premises, both inside the shelter and on the outside premise of the shelter.
- I understand that I have no reasonable expectations of privacy on the shelter premises.
- I understand that any illegal contraband, illegal substances including marijuana, weapons, and/or assault on the premises could result in being banned from the premises indefinitely.
- At no times will Bike's be allowed inside the shelter
- Any property left outside the building after guests leave will be discarded
- Any property left at the shelter for 30 days will be considered abandoned, and will be disposed of
- I understand if I am asked to leave the premises, if refusal to leave, the police may be called and/or you may be banned from the shelter.
- I understand that I will be asked to leave and may be banned from the shelter premises if I do not follow these rules.
- I will maintain confidentiality of other guests in the shelter and outside the shelter.
- I release "The Bridge on 7th" and its volunteers and guest(s) from all liability while acting on my behalf while staying at the shelter.

I agree to comply with the rules and regulations stated above.

Guest Signature: _____Date: _____

Staff Signature: _____Date: _____

The Bridge on 7th

EMPLOYEE HANDBOOK

Bridges of Hope/The Bridge on 7th reserves the right to change, add to, eliminate, or modify any of the programs, guidelines, policies and information contained in this handbook at its discretion, with or without notice.Updated 1/1/2025

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The Bridge on 7th Employee Handbook

The Bridge on 7th is owned and operated by Bridges of Hope, a 501(c)(3) nonprofit organization. Bridges of Hope's organizational structure includes a Board of Directors comprised of community members from the Brainerd Lakes area, representing education, human services, law enforcement, business and faith communities. The Board provides leadership and oversight to the ongoing formation of Bridges of Hope in planning, budgeting, fundraising, and community networking.

OUR MISSION

To build bridges of support, anchored in Christ's love, between families in the Lakes area and community assets that can help them thrive and gain hope.

OUR VISION

Bridges of Hope links families to community supports and resources. It creates partnerships within the broader community to help strengthen, stabilize, and support families in the Lakes area, sending a message of hope and empowering families to thrive.

GUIDING PRINCIPLES

- Christ calls us to love our neighbor as ourselves.
- Families can be strengthened by formal and informal support.
- Healing happens best in the context of community.
- Having an active faith makes a difference in a person's life.
- We respect diversity, individual needs, beliefs and values.
- Faith communities are in a unique role of offering relationships to those in crisis.

DESCRIPTION OF SERVICES

The Bridge on 7th will provide a safe overnight facility for individuals 18 years of age or older. The shelter may operate between the months of September 1 and June 1 of each year dependent on weather and executive director approval. The shelter will not be open for more than 14 hours on any given night.

The Bridge on 7th is being operated by Bridges of Hope a non-profit organization and will welcome people of all beliefs and religions. All guests will be respected with no imposition of individual beliefs held by staff or volunteers.

Information on referrals and resources for community services will be provided to interested guests.

PURPOSE OF THIS HANDBOOK

The Employee Handbook contains a summary of the policies and procedures in effect at Bridges of Hope also known as the "Organization", including those that are unique to employees assigned to The Bridge on 7th. This document is reviewed and updated annually.

This Handbook is designed as a resource for the employees of Bridges of Hope who are assigned to The Bridge on 7th. The policies and procedures described here are intended for informational purposes only. The Handbook is not a contract of employment on the part of the Organization or of the employee. The Organization reserves the right, through the Executive Director, to change, add, or delete items in this document with or without prior notification to the employees.

The benefits, policies, and procedures described in this handbook are constantly under review. The Board of Directors reserves the right to make changes with or without notice to meet employee or Organization needs or changing times.

This handbook supersedes and revokes all previous manuals, handbooks, and personnel policies.

EMPLOYEE CODE OF ETHICS

1. Focus on Client Needs

The client's needs are primary. The purpose of an employee is to meet these needs in a responsible and helpful manner. Employees should act professionally and civilly at all times. No employee will be required to endure hostile or offensive behavior; any such situations are to be brought to the attention of the Shelter Manager or Executive Director for assistance and resolution.

2. Responsibility to the Client

When an employee feels that he/she cannot effectively address a problem, he/she has the responsibility to suggest alternative options for help to the client. This may include contacting another Bridges of Hope staff member.

3. Confidentiality

From time to time, Warming Shelter staff may participate in client staffing at the Bridges of Hope office and/or may come into contact with Bridges of Hope clients. It is of utmost importance to keep a client's identity and information confidential. Employees are expected to share information regarding clients on an as-needed basis in accordance with the release of information signed by the client. Law enforcement and/or social services may be contacted without client consent in case of an emergency such as statements of harm, child protection,

illegal activity, etc. Employees should make every effort to verify the proper procedures to be followed in these cases; consulting with the Executive Director for clarification as needed.

4. Organizational Responsibility

Bridges of Hope recognizes that employees may need encouragement and support as they assist clients in the community. Bridges of Hope promotes open communication among employees and between employees, Managers and the Executive Director at all times. Employees will be asked to fulfill their time commitments as assigned by the Managers and Executive Director. In the event of unavailability, immediate supervisor or Executive Director must be notified as soon as possible and in advance of the scheduled workday. Employees whose work schedule flexes to a level greater than the agreed upon assignment are encouraged to address the issue with their immediate supervisor.

5. Personal Relationships

Employees are prohibited from forming personal relationships with clients as such relationships can jeopardize client services and program integrity. In the event of an existing personal relationship, employees are required to disclose the relationship to the Executive Director prior to extending services to allow for client reassignment or other actions as deemed necessary.

6. Representing Bridges of Hope

Because an employee personally reflects the values of Bridges of Hope, he/she will make every effort to represent the agency well even when off-duty. Employees assume certain responsibilities to honor the goals, rules, and regulations of Bridges of Hope.

7. Employee Safety

Employees should never put themselves at risk. If an employee has concerns about his/her safety, he/she should immediately notify the Manager or the Executive Director to determine a course of action.

EMPLOYMENT-AT-WILL

Bridges of Hope and its employees have an employment relationship which is known as employment-at-will. This means that either the Organization or an individual employee has the right to terminate employment at any time, for any reason, as long as doing so does not violate any federal or state employment law.

EQUAL EMPLOYMENT OPPORTUNITY

Bridges of Hope provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status,

sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

SALARY ADMINISTRATION

The Organization is committed to paying competitive compensation and benefits that are necessary to attract, retain and motivate quality employees. Periodically the Organization reviews its compensation structure and provides wage adjustments based on factors such as above average job performance, the annual budget, the market, cost of living, etc. However, wage increases are not guaranteed or given solely on the basis of an employee's length of service with the Organization.

WORK HOURS, OVERTIME, AND PAYCHECKS

Business Hours: The Bridge on 7th

The Bridge on 7th is open from 7:00 p.m. until 8:00 a.m.

Work Hours

Each employee is personally responsible for his or her individual time record and reporting it for payroll processing by logging into the payroll system once on the premises. Inaccurate timekeeping or falsification of time records may result in discipline and potential loss of employment.

Payroll

Employees are paid every other week. Supervisors will review and approve timesheets by 11:00 a.m. on the Monday following the last day of the pay period and payroll will be sent to the payroll processor no later than noon on Wednesday. Pay will be direct deposited on Friday. When payday falls on a legal Holiday, pay will be direct deposited the preceding workday.

Your employee earnings record will be provided to you through Smart HR according to MN Statute 181.032 and include all necessary information. Employees are able to view the electronic copy on an organization device and ask for printed copies while at work.

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Bridges of Hope will not retaliate against you for disclosing your own wages.

Overtime Work

Overtime may be required occasionally of non-exempt employees. Approval from the Shelter Director/Manager is required before overtime is worked. Non-exempt employees will be paid for overtime work at one-and-one-half times the regular rate of pay for time worked over 40 hours in any specific workweek. For definition purposes, the workweek officially begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

ABSENCE FROM WORK, ATTENDANCE, AND PUNCTUALITY

Reliable attendance and punctuality is expected on the part of employees. Each employee has an important role to play in maintaining a productive workplace, so it is essential for employees to report to work on time and only miss work when absolutely necessary. Tardiness and unexcused absences will not be tolerated by the Organization and may be grounds for disciplinary action, up to and including termination of employment.

If an employee must be absent from work for any reason, other than approved time, he/she should notify his/her immediate supervisor as soon as possible before the start of the employee's normal working hours. If an emergency prevents an employee from notifying his/her supervisor at such time, it is expected that the employee will call as soon as possible during the workday. It is your responsibility to notify your supervisor if you will be more than 10 minutes late for your shift. Employees are expected to call and speak directly to their supervisor or shift supervisor. Texts or emails are not permitted. An employee is allowed to use ESST for a qualifying reason during a typically scheduled shift.

Unexcused absences are as follows:

- No call, no show: When an employee does not inform their employer about their absence and fails to show up for work.
- Unapproved partial-day absences: Leaving early or arriving late without prior approval.

EMPLOYEE CLASSIFICATIONS

1 – Shelter Attendant all shelter attendants will accrue ESST at the rate of 1 to 30.

2 – Team Lead- Leads can carry over up to 48 hours of remaining time into 2025. On January 1, 2025, Leads will have 80 hours of ESST deposited. A lead will accrue vacation based on the handbook.

Holidays

The following four holidays will be recognized by the Warming Shelter: New Year's Day, 4th of July, Thanksgiving, and Christmas. Employees will be paid 6 hours of holiday pay for the 4 holidays based on an average of 20 hours a week worked since their start date.

MN Sick and Safe Time

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave.

Shelter Attendant - Employees will accrue one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year, with a maximum of accrual of 80 hours.

Lead – Leads can carry over up to 48 hours of remaining time into 2025. On January 1, 2025, Leads will have 80 hours of ESST deposited.

A year for purposes of the employee's earned sick and safe time accrual is the calendar year: January 1, 2025 to December 31, 2025.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- making funeral arrangements, attending a funeral service or memorial or addressing financial or legal matters that arise after the death of a family member.

Bridges of Hope will not pay out accrued/unused ESST if an employee leaves their job, either voluntary or involuntary. An employee that transfers departments will retain their accrued ESST. If an employee returns to the organization within 180 days, unused ESST hours will be reinstated.

Notifying employer, documentation

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform your direct supervisor as far in advance as possible,

ideally 7 days before the absence. In situations where an employee cannot provide advance notice, the employee should contact their direct supervisor as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at sickleave.mn.gov.

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

Retirement

After working for Bridges of Hope for one year, all employees who received at least $5,000 in compensation from Bridges of Hope during any 2 preceding calendar years (whether or not consecutive) and who are reasonably expected to receive at least $5,000 in compensation during the calendar year, are eligible to participate in the SIMPLE IRA plan for the calendar year. Notice will be sent out each year in October/November. Employees can contact the HR, Finance and Operations Director for further information.

LEAVES OF ABSENCE

Personal Leave of Absence

A personal unpaid leave of absence of up to ten (10) days annually may be granted at the discretion of the Executive Director. Employees must submit a leave of absence request form detailing the basis for the requested leave and proposed duration. Consideration will be given to basis for leave request and impact on the organization.

Disability Leave of Absence

In situations where an employee is suffering from a serious medical condition or disability that prevents them from working, the employee may make a written request for a disability leave of absence.

The disability leave of absence applies to employees who are regularly scheduled to work a minimum of twenty (20) hours per week, who have completed twelve consecutive months of employment of 1250 work hours or greater and who are experiencing a disability that prevents them from working with or without reasonable accommodation.

The request for disability leave of absence requires the completion of the Leave of Absence Request and Healthcare Provider Certification to determine eligibility.

The maximum disability leave of absence period for approved disability leaves is the lesser of the length of total disability or six (6) weeks, whichever occurs first. In no circumstances shall the disability leave period exceed six (6) weeks in a twelve (12) month period measured forward from the date leave first began.

The disability leave of absence is unpaid unless the employee has accrued paid time off available or is receiving workers compensation benefits. The application of paid time or workers compensation benefits does not extend the maximum six (6) week disability leave of absence period. Employees must use available vacation and sick leave during the disability leave period.

Holiday benefits and other paid time off benefit accruals are suspended during an unpaid disability leave of absence.

Employees who return to work immediately following the period of disability and prior to the expiration of the maximum disability leave period will be reinstated to the same position or a similar position at the same rate of pay unless such positions are no longer available as a result of organizational changes such as downsizing or position elimination.

After a serious illness, surgery or workplace injury an employee is required to submit a Report of Work Ability.

Should an employee need to make a request for reasonable accommodations under the ADA, they should contact the Finance, HR and Operations Director.

School Conference Leave

Minnesota's School Conference and Activities Leave law allows eligible employees up to 16 hours of unpaid leave from work to attend their child's school conferences and activities each year and for each child (see Minnesota Statute 181.9412).

Parenting Leave

Employees may take up to 12 weeks of unpaid leave upon the birth or adoption of their child. Employees are eligible for this leave regardless of the size or their employer and the amount of time for which they have worked for their employer.

When does the pregnancy and parental leave start?

- The leave must be taken within 12 months of the birth or adoption.
- Employees must request the leave from their employer.
- Employees can choose when the leave will begin.

Employers can adopt reasonable policies about when requests for leave must be made.

If you have paid leave, including sick leave or paid vacation, the amount of pregnancy and parental leave can be reduced so the total leave (parental plus paid leave) is not more than 12 weeks. You only have a right to 12 weeks of leave total for birth or adoption of a child and any pregnancy-related leave, even if you qualify for both FMLA and pregnancy and parental leave. The federal Family Medical Leave Act FMLA requires employers to provide up to 12 weeks of unpaid leave in connection with the birth or adoption of a child or for a serious health condition. You may be entitled to additional leave under FMLA for a nonpregnancy-related serious health condition. You are entitled to employment in your former position or one with comparable duties, hours and pay. You are also entitled to the same benefits and seniority you had before the leave. You may return to part-time work during the leave without forfeiting the right to return to full-time work at the end of the leave. Bridges of Hope will not retaliate, or take negative action, against you for requesting or taking a leave. If you are a member of the U.S. armed services, you may have additional leave rights under the federal Uniformed Services Employment and Reemployment Rights Act.

Nursing Mothers, Lactating Employees and Pregnancy Accommodations

Bridges of Hope will follow MN Statute 181.939 to accommodate nursing mothers, lactating employees and those that need pregnancy accommodations. The organization will provide reasonable break times each day to an employee who needs to express milk. The break times may run concurrently with any break times already provided to the employee and shall not reduce an employee's compensation for time used for the purpose of expressing milk.

Bridges of Hope will make reasonable efforts to provide a clean, private, and secure room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. Bridges of Hope will provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of a licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent or longer restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. Reasonable accommodation may include but is not limited to temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. Notwithstanding any other provision of this subdivision, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this subdivision and shall not be required to discharge an employee, transfer another employee with greater seniority, or promote an employee.

Nothing in this subdivision shall be construed to affect any other provision of law relating to sex discrimination or pregnancy or in any way diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

Military Leave

For reserve or active duty, military leave will be treated as required by government regulations according to the MN Management and Budget HR/LR Memo #2014-5 Military Leave revised 1/9/2023.

Jury Duty

Bridges of Hope encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may use Vacation Leave and Bridges of Hope will comply with any benefits required by law. Employees will be paid their full weekly salary (less any jury pay) for any week in which they perform any work for Bridges of Hope while on Jury Duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may arrange to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Jury Duty Leave may not be “stacked” consecutively with other available leave.

Leave for Bone Marrow Donations

According to Minnesota statute, Bridges of Hope will provide up to 40 hours of paid leave for the purpose of undergoing a medical procedure to donate bone marrow. Bridges of Hope will require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow.

Voting

Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election or during the time period allowed under section 203B.081 for voting in person before election day, without penalty or deduction from salary or wages because of the absence. Subd. 2. Elections covered. For purposes of this section, "election" means a regularly scheduled election, an election to fill a vacancy in the office of United States senator or United States representative, an election to fill a vacancy in nomination for a constitutional office, an election to fill a vacancy in the office of state senator or state representative, or a presidential nomination primary under chapter 207A.

Employer-Sponsored Meetings and Communications

Bridges of Hope will follow MN Statute § 181.531, which bans employers from holding mandatory employer-sponsored “captive audience” meetings if those meetings are for the

purpose of communicating the employer's opinion on religious or political matters. Bridges of Hope will not threaten to take or take adverse action against employees who refuse to attend or participate in an employer-sponsor meeting, or who refuse to receive or listen to an employer communication, if the meeting/communication is to communicate the employer's opinion about religious or political matters.

The law defines "political matters" to mean those matters "relating to elections for political office, political parties, proposals to change legislation, proposals to change regulations, proposals to change public policy, and the decision to join or support any political party or political, civic, community, fraternal, or labor organization."

"Religious matters" are defined as matters "relating to religious belief, affiliation, and practice and the decision to join or support any religious organization or association."

PERSONNEL RECORDS

Bridges of Hope will maintain a confidential personnel record on each employee, including, but not limited to, job application, training certificates, performance reviews, conflict of interest disclosure form, and emergency contact information. Employees may review this record upon request to their immediate supervisor. Employees may insert a statement in response to any information that is in dispute; this will become a permanent part of their file. Those who terminate employment will be allowed access to their personnel record in accordance with current state statutes.

Employee can make any necessary changes to personal information, withholding exemptions, and bank information within Smart HR.

PERFORMANCE MANAGEMENT

Performance management is an important function for the Organization and is made up of several components, some of which are on-going work direction, monitoring, and scheduled performance appraisals. Formal reviews provide an opportunity to ensure the job description is accurate and up to date, to clarify job expectations with the supervisor and work team(s), and to provide feedback on performance.

The shelter manager will conduct monthly informal performance reviews for all employees and formal reviews will be done seasonally at shelter opening and closing.

WORK RULES & POLICIES

The Work Rules of the Organization are used to define appropriate behavior and accepted practices. The following policies should provide guidance to your daily work activities, as well as your interaction with others.

Team Member Relations

At Bridges of Hope we are committed to fostering an environment that values open communication and is responsive to the needs and concerns of employees, volunteers, clients and partners. Our experience has shown proactive communication that is thoughtful and direct, serves to create a more effective work environment, one where communications are clearer and attitudes more positive. The information that follows serves as a resource to help guide staff in the process for organizational communications.

Policy

Bridges of Hope is committed to address all suggestions and concerns in a respectful and productive manner, as close to the source as possible. Unresolved matters move will move progressively through the Organization with further discussion and resolution at higher levels of authority as may be necessary.

All complaints, formal or otherwise, are regarded seriously by Bridges of Hope and as such, Bridges of Hope encourages those who are considering such action to do so in a thoughtful manner consistent with the high professional and ethical standards of the Organization.

Statement of General Principles

- Suggestions and/or concerns are most effectively addressed among and between the parties directly involved.
- For situations requiring intervention beyond those directly involved, parties are encouraged to address the matter with the next level or supervision and/or management,
- Formal complaints must be described in detail by the complaining party and will often require a written account of the official complaint.
- The subject(s) of the complaint shall be given a full account of the complaint and shall be provided with the opportunity to respond to the allegations.
- The complaint resolution process shall be conducted honestly, fairly without bias and shall not be unduly delayed.

Procedures

Bridges of Hope's Complaint Resolution Process is a four-level process:

1. The complaining party attempts to resolve the complaint as close to the source as possible, generally through informal discussion with those directly involved.

2. If the matter is not resolved, the complaining party is encouraged to address the matter with their immediate Supervisor. The complaint should contain a detailed description of the matter, the remedy sought and other pertinent data. Such discussions should be confined to the complaining party, the supervisor and other relevant parties. The Executive Director is advised of the complaint and resolution and/or outcomes reached.

3. If the matter is not resolved, the Supervisor refers the matter to the Executive Director. The Executive Director will review the matter, assessing information and performing investigations as deemed necessary to determine the appropriate resolution. Such resolution will be communicated to the complaining party and other relevant parties as deemed appropriate.

4. If the matter is not resolved, The Complaining party will be advised of any additional resources that might be available.

Confidentiality

Honesty and confidentiality are imperative in maintaining credibility and providing quality services to the people and communities the Organization serves. Employees are always expected to treat community members thoughtfully and respectfully. As an employee of Bridges of Hope, there will be access to confidential information of the Organization and of the Organization's clientele. Under Minnesota law, employees are prohibited from disclosing, making available or using in any fashion any such confidential information unless authorized to do so by the Organization.

The type of information that is deemed confidential is any information that is proprietary to the Organization or proprietary to others and entrusted to the Organization, specifically including, but not limited to, client information, financial data, donor lists, communication programs, policies, plans, and current or anticipated products or services, etc. In addition, any documents, records, lists or other tangible items that have been prepared, used, or maintained in connection with employment with Bridges of Hope are the sole property of the Organization and must be returned on or before your last day of employment.

Employee Personal Use of Organization Equipment and Materials

Personal use of equipment owned by the Organization is generally prohibited; however, some exceptions exist when reimbursed by the employee:

- Personal copies and faxes may be made when cost is reimbursed to the Organization, at the rate of 10 cents per sheet per copy and 10 cents per sheet per long-distance fax.
- Use of company email, voicemail and Internet, on a limited basis, with the understanding that the Organization owns the computer equipment, telephone and email system. Therefore, an employee should have no expectation of privacy regarding anything created while using the organization's property.

Privacy and Monitoring

Work areas, desks, computers, networks, electronic files, Internet, phone and email systems are considered Organization property. The Organization, without prior notice, retains the right to monitor an employee's activities in these areas and inspect workspaces and materials, packages carried to and from the workplace. Employees waive any right to privacy in anything they create, store, send, or receive while using company property.

Employees are encouraged to make personal calls during a break using their own cell phone, privately and/or away from the workspace of other employees.

Personal Property

In general, the Organization will not be held responsible for any personal property displayed or stored on Organization premises.

Conflict of Interest

On an annual basis, the Organization reserves the right to request a statement from each Board, Committee, and staff member disclosing in writing any potential conflict of interest on the part of the member or their immediate family, which may exist in connection with any transactions with the Organization.

Employees are responsible for notifying the Executive Director of any conflict of interest that may arise over the course of ordinary business transactions where the employee has a financial interest or a position of authority (director, trustee, officer) with an entity in a position to receive Organization resources. Failure to do so will result in disciplinary action up to and including termination.

Acceptance of Gifts

Employees and their families may not solicit or accept gifts, entertainment, or other benefits intended to influence the Organization's business from a customer, vendor, or other current or potential business contacts of the organization.

Dress Code

Bridges of Hope employees are encouraged to dress comfortably and casually to accommodate the physical nature of the work. All Bridges of Hope employees should remember that they are representing the Organization and with this in mind, should:

- Dress out of respect and accordingly for your clients/customers.
- Dress out of respect for coworkers.
- Use the following guidelines in determining appropriate casual attire: do not wear it if you would wear it gardening, jogging, participating in a sport, going out to a dance club or to the beach.

Drug, Alcohol, Cannabis and Tobacco Use

Bridges of Hope is a Drug, Alcohol and Cannabis free workplace. Bridges of Hope bans the possession, use, sale or distribution of marijuana, cannabis, its related products, drugs and alcohol at the workplace. Bridges of Hope prohibits being impaired and/or under the influence of marijuana, cannabis, its related products, drugs or alcohol while work is being performed.

Bridges of Hope's Human Service Office and Common Goods are both smoke-free locations. Tobacco use is prohibited inside the building(s) at all times. A designated area is available

outside for tobacco users. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers with regard to the tobacco-free guideline. Tobacco users have a special obligation to keep tobacco use areas litter-free and not to abuse break and/or work rules.

Violation of the drug, alcohol, cannabis and tobacco use policy may result in discipline and potentially termination of employment.

Offensive behavior

It is the Organization's guideline to promote respect and tolerance. Unwelcome verbal or physical conduct that has the purpose or effect of unreasonably interfering with an individual's work performance, or that which creates an intimidating, offensive, or hostile work environment is not tolerated by Bridges of Hope. Harassment that is based on race, color, creed, religion, national origin, sex, disability, age, or any other classification protected by law is expressly prohibited. Any individual engaging in such conduct will be subject to appropriate action, including discipline or termination. This guideline applies to all employees and prohibits harassment in any form, whether physical, verbal, or visual. Creating or distributing harassing, offensive or discriminatory e-mail is strictly prohibited.

Sexual Harassment

One type of harassment that is expressly prohibited is sexual harassment. Sexual harassment of any employee by another employee, supervisor, manager, agent, board member, or visitor will not be tolerated.

"Sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is a condition of keeping or getting a job, whether expressed in explicit or implicit terms,
- Employment decisions are based on an individual's submissions to, or rejection of, such conduct.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of Prohibited Conduct

The following behaviors are examples of conduct prohibited by this guideline. Please note that these are some examples and are not all-inclusive. If you have a question about whether conduct is permissible under this guideline, you should discuss it with your supervisor, the Executive Director or the Chair of the Board of Directors.

- Use of offensive or demeaning terms which have a sexual connotation,
- Offensive physical proximity or physical contact,

- Any indication expressed or implied, that an individual's job security, job assignment, conditions of employment, or opportunities for advancement or opportunities for training depend or may depend on the granting of sexual favors to any other employee, supervisor, or manager.
- Any action relating to an individual's job status, which is, in fact, affected by consideration of the granting or refusal of social or sexual favors.
- The creation of an atmosphere in which an individual' s work, property, or reputation are demeaned because of the person' s protected class status,
- The expression of jokes or remarks of a sexual nature or which degrade or malign persons of any protected class,
- The use of epithets or slurs based on an individual' s protected class status, and
- The dissemination of materials such as cartoons, articles, pictures, and the like, which have a sexual content or which denigrate persons of a protected class.

This type of behavior is prohibited and should be reported to the Executive Director whether it occurs at the Organization's offices or at an off-site function, and whether it is committed by an employee or non-employee.

Harassment and Offensive Behavior Complaints

An individual who believes he or she has been subject to prohibited harassment or offensive behavior of any category or type should make his or her concerns known by:

1. Telling the person engaging in the harassing conduct or communications that the conduct or communication is offensive, against this guideline, and must stop; and

2. Advising the Executive Director. If a manager or other supervisor learns of any incident in violation of this guideline, the facts must be reported immediately to the Executive Director. If the individual engaging in the offensive conduct or communication is the Executive Director, the individual should contact the Board Chair; and

3. Putting the facts surrounding the harassing conduct or communication in writing. Complaints of prohibited harassment are investigated thoroughly and impartially. The investigation may include interviews with the individual making the charges, the accused individual and appropriate witnesses.

Consensual Relationships

Bridges of Hope recognizes that consensual relationship sometimes exist among staff members which are, or have the potential of becoming, sexual in nature. The Organization generally discourages such relationships, and expressly prohibits those between staff members and clients, as well as those in which one person is in a supervisory capacity over another person. Staff are required to proactively report employee consensual relationships to allow the Organization to assess whether a conflict exists and determine actions required to resolve conflicts as may be necessary.

Retaliation

No retaliation will occur because an individual has, in good faith, reported an incident of suspected harassment. Bridges of Hope, however, recognizes that false accusations of harassment can have a serious impact and requires that such reports not be made lightly or in circumstances that do not demonstrate good faith.

PROHIBITION OF WEAPONS AND WORKPLACE VIOLENCE

The Organization is committed to providing a work environment that is safe for all employees. For this reason, employees are prohibited from engaging in acts or threats of physical violence and from possessing firearms, explosives, or other potentially dangerous weapons while acting in the scope and course of employment. No employee may possess firearms, explosives, or other potentially dangerous weapons within the Bridges of Hope Human Services location, nor within Common Goods. Employees who violate this guideline will be subject to discipline up to and including termination.

If an employee witnesses or is the victim of conduct that violates this guideline, the employee should report the incident to their supervisor or another member of the management team. If the report is made to a supervisor, that supervisor is responsible for reporting the incident to the Executive Director as soon as possible.

MISCONDUCT AND DISHONESTY

Like all organizations, ours is faced with the risks of wrongdoing, misconduct, dishonesty, and fraud. We must be prepared to manage these risks and their potential impact in a professional manner.

For purposes of this guideline, misconduct and dishonesty include but are not limited to:

- Acts which violate the organization's Code of Conduct;
- Theft or other misappropriation of assets, including assets of the Organization, or donors, clients, suppliers or others with whom we have a business relationship;
- Misstatements and other irregularities in the organization's records, including the intentional misstatement of the results of operations;
- Forgery or other alteration of documents;
- Falsification of timecards or requests for payment;
- Fraud and other unlawful acts;
- Any similar acts of misconduct and/or dishonesty.
- The impact of misconduct and dishonesty may include:
- The actual financial loss incurred

- Damage to the reputation of our organization and our employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of donors and partner organizations
- Damaged relationships with our contractors and clients
- Litigation
- Damaged employee morale

The Organization specifically prohibits these and any other illegal activities in the actions of its employees, managers, executives and others responsible for carrying out the organization's activities.

Reporting

It is the responsibility of every employee to immediately report suspected misconduct or dishonesty to the Executive Director. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

Reported Incident Follow-up Procedure

Care must be taken in the follow-up of suspected misconduct and dishonesty to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow-up and investigation are underway, and to avoid making statements that could adversely affect the Organization, an employee, or other parties.

Accordingly, the general procedures for follow-up and investigation of reported incidents are as follows:

1. Employees and others must immediately report all factual details in writing as indicated above.

2. The Executive Director has the responsibility for follow-up and investigation as necessary.

3. The Executive Director may obtain the advice of legal counsel as determined necessary.

4. Neither the existence nor the results of investigations or other follow-up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.

5. All inquiries from an attorney or any other contacts from outside of the organization, including those from law enforcement agencies or from the employee under investigation, should be referred to legal counsel.

6. Investigative or other follow-up activity will be carried out without regard to the suspected individual's position in or relationship with the organization. The Executive Director shall report all fraud violations to the Board.

“WHISTLEBLOWER” PROTECTION

Employees are protected from retaliation under a number of state and federal laws if they refuse to violate a law in performance of their duties, report violations of law by their employer to a public body, or if they take advantage of rights provided by these laws. This whistleblower protection makes it unlawful to discharge, demote, suspend, harass, or discriminate in any manner against any employee who engages in protected activity. Employees who feel that they have received unjust treatment should contact the Chair of the Board of Directors.

No employee, board member or committee member, who in good faith reports a violation of a law or regulation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This “Whistleblower” protection is intended to encourage and enable persons to raise serious concerns without fear of adverse consequence.

The Executive Director, working with the Chair of the Board, is responsible for investigating and resolving all complaints and allegations concerning violations of the policy, laws and other regulatory guidelines. Concerns that involve the Executive Director will be referred to the Board Chair or outside legal counsel for resolution. Concerns regarding accounting practices, internal controls or auditing will be addressed by the Finance Committee. The Executive Director shall immediately notify the Finance Committee of any such complaint and work with the Committee until the matter is resolved.

Anyone filing a complaint must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

The Executive Director or person responsible for carrying out the investigation will acknowledge receipt of the reported violation or suspected violation by writing a letter (or e-mail) to the complainant within five business days.

DISCIPLINARY STEPS

Disciplinary steps may be required and will be taken as appropriate in response to cases of poor performance or violation of work rules and policies. Bridges of Hope reserves the right to take appropriate disciplinary action for situations as listed below, recognizing that this is not a comprehensive list:

- Excessive absenteeism or tardiness,
- Intoxication/impairment on the job,
- Possession or use of illegal substances/cannabis on Organization property, or during Organization work times,
- Careless or negligent handling of Organization materials or money, or theft,
- Inadequate performance of duties,
- Failure to comply with work rules, including those outlined in this handbook,
- Sexual harassment or other types of offensive behavior,
- Willful misconduct or insubordination,
- Breach of professional ethics, including confidentiality; dishonesty,
- Possession of firearms, explosives, or other potentially dangerous weapons while acting in the scope and course of employment.

Examples of disciplinary actions that the Organization may take include written warnings, temporary suspension with or without pay, or discharge with or without notice. Bridges of Hope reserves the right to discipline at its discretion, depending upon the seriousness of any individual situation and the nature of previous performance or incidents. The Organization's management has the sole discretion to determine what behavior warrants disciplinary action and what type of disciplinary action will be imposed. The Organization reserves the right to terminate employees at any time and with or without cause as long as it does not violate local, state, or federal law.

TERMINATION OF EMPLOYMENT

Employment terminations are to be treated in a professional, confidential manner by all concerned. Just as an employee can terminate employment at any time, for any reason, the Organization may also choose to terminate employment with or without notice, for any reason, subject to applicable laws.

The Organization requests an employee who chooses to terminate employment with the Organization to provide a written termination notice to his/her supervisor a minimum of two weeks in advance of anticipated termination date.

Any employee who is absent from work without having notified his/her immediate supervisor of the absence or the reason for the absence will be considered as having resigned after the third consecutive day of absence.

Any employee who leaves work without authorization from his/her supervisor or other authorized Organization representative or otherwise indicates an intention not to continue his/her employment will be deemed to have resigned.

Departing employees are invited to participate in an exit interview with the Executive Director or designee and will be contacted at the representative’s discretion.

Layoffs

Layoffs may occur due to changing Organization needs or structure and/or budget constraints. Every attempt will be made to give employees reasonable notice of impending layoffs.

HEALTH AND SAFETY

The Organization encourages a safe and healthy working environment for its employees, and complies with all applicable safety and right-to-know requirements. The Organization provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. In addition, the following procedures have been defined:

Accident Reporting

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor who will complete an Accident Report. Such reports are necessary to comply with laws and initiate insurance worker's compensation benefits procedures.

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Jana Shogren has submitted a request on behalf of Bridges of Hope for an Interim Use Permit to operate an overnight warming shelter for the homeless in the Brainerd Lakes Area at 1926 S 7th St. The current Interim Use Permit expires June 30, 2025. The facility operates between the months of September 1st and April 30th of each year. The applicant is proposing to operate the shelter year-round.

The property included in this application is described as:

LOT 4 BLOCK 3 HOLIDAY INN ADDITION TO BRAINERD
LOT 5 BLOCK 3 HOLIDAY INN ADDITION TO BRAINERD
P.I.N. 41360878
P.I.N. 41360877
Section 36, Township 45, Range 31

The property is zoned GC (General Commercial) District, and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of warming shelters as an interim use as regulated by Section 515-3-43 of the Brainerd Zoning Ordinance. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, March 19th, 2025 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the Interim Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of March, 2025

James Kramvik
Community Development Director

Publication Date: March 8, 2025

Warming Shelter Data – Incidents occurring at the shelter or within one block of the shelter

- 2 Incidents from January 2020 – July 2021. This is prior to the Warming Shelter opening and within one block of Warming Center location.
- 119 total incidents from August 2021 – February 2025. Incidents either occurred at the shelter or within one block and had a direct correlation with the shelter and/or their patrons.
- 116 incidents at the shelter, 3 occurred within one block of shelter.

- **Resident** – Individual determined to be from Crow Wing County based on their previous address and previous law enforcement contacts.
- **New non-resident** – Previous address outside of Crow Wing County along with no previous law enforcement contacts within Crow Wing County.
- **Non-resident** – Previously identified as a new non-resident.

January 2020 - July 2021 - Prior to Shelter

#	ICR	Date	Type	Location	Resident Status	Summary
1	20003907	3/27/2020	Suspicous person	1900 Blk S 7th St	Resident	Report of a person sleeping next to a baby stroller. Subject was homeless and sleeping.
2	21008305	6/16/2021	Suspicous person	18XX S 7th St	Resident	Reports homeless female laying in the ditch behind his residence.

August 2021 - February 2025

#	ICR	Date	Type	Location	Resident Status	Summary
1	21017841	12/31/2021	Welfare Check	Shelter	Resident	Officer met with subject at facility. Subject stated he just needed some time away from comp and did not need any assistance from officer.
2	22000566	1/14/2022	Disturbance	18XX S 7th St	New Non-Resident	Disturbance, Officer located homeless male who was cold and was causing a disturbance to go to jail to be warm.
3	22000594	1/15/2022	Disturbance	Shelter	Resident	Subject refusing to leave the warming shelter.
4	22000697	1/17/2022	Domestic	Shelter	Residents	Verbal domestic on sidewalk in parking lot
5	22000887	1/22/2022	EMS	Shelter	Resident	Reqt North for female complaining of chest pain
6	22001049	1/26/2022	Suicidal Person	Shelter	New Non-Resident	Reports resident at the warming house stating he wanted to harm himself
7	22001363	2/2/2022	EMS	Shelter	Resident	Reports female having chest pain.

8	22002599	2/27/2022	Suicidal Person	Shelter	New Non-Resident	Suicidal Person
9	22002666	3/1/2022	EMS	Shelter		EMS. Officer assisted North with a medical.
10	22003396	3/18/2022	Public Assist	Shelter	Non-Resident	Male at location needing referral to stay for the night
11	22004120	4/2/2022	Warrant Arrest	Shelter	New Non-Resident	Comp reports he needs a referral to stay at the warming shelter. Active warrant out of Washington Co. Arrested and transported to CWC jail for warrant.
12	22004956	4/19/2022	Intoxicated Person	Shelter	New Non-Resident	Reports male keeps showing up intoxicated. Now threatening others at shelter and making suicidal comments
13	22014205	10/24/2022	Domestic	Shelter	New Non-Resident X2	Warrant arrest. Both arrested for Fugitive from Justice (Wisconsin Warrants)
14	22014343	10/26/2022	Trespass	Shelter	Resident	Officer learned that subject had been banned from the warming shelter. Subject denied any further assistance from officer and left the area. Officers were later called back for subject who was banned in the area.
15	22015106	11/13/2022	Suicidal Person	Shelter	New Non-Resident	Subject reported suicidal ideations and that he is off his medications
16	22015389	11/21/2022	EMS	Shelter	Resident	Requests ambulance for male at location having a panic attack
17	22015443	11/22/2022	Disturbance	Shelter	Resident	Warming shelter requested officers to remove subject.
18	22015644	11/26/2022	EMS	Shelter	Resident	Male at location stating that he does not feel right
19	22015978	12/3/2022	Public Assist	Shelter	New Non-Resident	Requests transport of male to the ER
20	22016375	12/13/2022	Disturbance	Shelter	Resident	Female being loud and refusing to leave.
21	22016420	12/14/2022	EMS	Shelter	Resident	Tooth Pain
22	22016481	12/14/2022	Public Assist	Shelter	Resident	Male needing an officer to get into the warming shelter
23	22016661	12/16/2022	Public Assist	Shelter	Resident	Shelter requesting a referral for a male needing a bed
24	22016731	12/18/2022	Public Assist	Shelter	Resident	Officer spoke with warming shelter to help subject be allowed into warming shelter.
25	23000670	1/13/2023	Public Assist	Shelter	Resident	Requests Officer to sign him in for the night
26	23000886	1/18/2023	EMS	Shelter	Resident	Female requesting to go to the hospital - unknown reasons, possibly mental health
27	23000942	1/19/2023	Public Assist	Shelter	Resident	Officer called the warming shelter and gave a referral
28	23000954	1/20/2023	Harass Comm	Shelter		Caller reports female staff are being harassed and "catcalled" by males that have been staying at the Warming Shelter
29	23001006	1/20/2023	Public Assist	Shelter	Resident	Male needing referral to get into the Warming Shelter
30	23001548	1/27/2023	Public Assist	Shelter	Resident	Comp requested ride to ER for medical issue.

31	23001648	1/29/2023	Public Assist	Shelter	New Non-Resident	From Staples and now needs to be signed in to the warming shelter. Warming shelter refused to allow subject to stay and comp took subject back to Wadena area.
32	23001952	2/7/2023	Public Assist	Shelter	Resident	Would like a referral to warming shelter.
33	23002091	2/9/2023	Disturbance	Shelter	New Non-Resident	Warming shelter requested officers for a disturbance.
34	23002172	2/10/2023	Intoxicated Person	Shelter	Resident	Warming shelter stated intoxicated subject was no longer welcome at the shelter that night
35	23002551	2/18/2023	Public Assist	Shelter	Resident	Requesting Officer's assistance for a referral to the warming shelter
36	23003331	3/8/2023	Public Assist	Shelter	Resident	Subject requested referral to Warming Shelter.
37	23004149	3/27/2023	EMS	Shelter	Resident	Female party seizure
38	23004208	3/29/2023	Information	Shelter	Resident	Complainant stated female attempted to steal bicycle from outside the shelter
39	23004291	3/31/2023	Disturbance	Shelter	Residnet	Reports wanting male that is outside removed from property. Warming shelter staff did not wish to press charges for the damage to property in the bathroom. Staff did not want male trespassed.
40	23004814	4/11/2023	Public Assist	Shelter	Resident	Requests officer to sign him into the warming shelter.
41	23004819	4/12/2023	Public Assist	Shelter	Resident	Female at warming shelter requesting referral
42	23005432	4/25/2023	Intoxicated Person	Shelter	Resident	Intoxicated person, subject was transported to the emergency room.
43	23005521	4/27/2023	Threats	Shelter	New Non-Resident	Officer located subject later in the evening at the warming shelter. Subject stated he did not threaten his parents. Subject stated he was not suicidal or homicidal and did not need any law enforcement assistance at this time.
44	23005639	4/30/2023	Threats	Shelter	New Non-Resident	Reports female threatened the male on several occasions at the shelter and at the soup kitchen.
45	23005905	5/5/2023	Public Assist	Shelter	New Non-Resident	Subject wanted transport to safe harbor. Officer spoke with safe harbor who stated they do not take walk ins
46	23005910	5/5/2023	Public Assist	Shelter	Non-Resident	Officer transported subject to the ER.
47	23006078	5/8/2023	Suspicous person	Shelter	NA	Male has a pile of items all over the place in the lot. Suitcase and other personal belongings in the woods near the building.
48	23006089	5/8/2023	Public Assist	Shelter	Resident	Requests courtesy transport subject to ER for wrist pain.
49	23007178	5/28/2023	Suspicous person	Shelter	Resident	Caller reports occupant of blue truck, parked near warming shelter on S 7th St, is staring at Bethany Good Sam and making resident feel uncomfortable. Subject stated that he was homeless and wanted to rest.

50	23013812	10/13/2023	EMS	Shelter	New Non-Resident	Male with infected leg.
51	23013937	10/17/2023	EMS	Shelter	Non-Resident	Request amb for diabetic male experiencing issues
52	23014156	10/21/2023	EMS	Shelter	NA	Reports male fell - semi responsive and was breathing
53	23014206	10/22/2023	EMS	Shelter	Resident	Officers assisted North Memorial EMS
54	23014228	10/23/2023	Public Assist	Shelter	New Non-Resident	Officers gave subject courtesy ride to the bus stop.
55	23014313	10/24/2023	EMS	Shelter	NA	High blood sugar.
56	23014323	10/25/2023	EMS	Shelter	NA	Ems. Officers assisted North.
57	23014356	10/25/2023	EMS	Shelter	New Non-Resident	Medical.
58	23015389	11/18/2023	Public Assist	Shelter	New Non-Resident X2	Reports that he is with a male that stayed at the shelter with him last night and the male isn't able to walk.
59	23015440	11/19/2023	ATL	Shelter	Resident	Comp at this time doesn't want subject signed in as missing. Officer received a phone call from subject at treatment
60	23015680	11/24/2023	Disturbance	Shelter	Resident	Yelling-possibly may lead to fight
61	23015686	11/24/2023	Disturbance	Shelter	New Non-Resident	Intoxicated male in parking lot yelling and cursing at people. Arrested for an A&D hold for Morrison County
62	23015722	11/25/2023	EMS	Shelter	Resident	Medical.
63	23015746	11/26/2023	EMS	Shelter	Resident	Homeless male fell, diabetic, sleeping in entrance
64	23015911	11/30/2023	Disturbance	Shelter	Resident	Female refusing to leave
65	23016443	12/12/2023	Public Assist	Shelter	New Non-Resident X2	Male informed female that he would give the vehicle keys to an officer to give to her. Male refused to speak with Sgt. And refused to give the keys up.
66	23016608	12/16/2023	POR	Shelter	Resident	POR Change of information
67	23016632	12/17/2023	EMS	Shelter	Resident	Reports male is having difficulty breathing.
68	23016759	12/19/2023	911 Hangup	Shelter	New Non-Resident	Arrested for FE 5th Degree Possession of a Controlled Substance and MS Misuse of 911.
69	23016861	12/21/2023	Disturbance	Shelter	Resident	Reports male was arguing with staff and had made a move to hit male
70	23016867	12/21/2023	EMS	Shelter	NA	Requests ambulance for male having an allergic reaction
71	23016967	12/25/2023	EMS	Shelter	Resident	EMS
72	24001803	2/11/2024	Suspicous person	Shelter	Resident	Suspicous Person
73	24001978	2/15/2024	Suicidal Person	Shelter	New Non-Resident	Text to 911 asking for help for mental health crisis
74	24002028	2/15/2024	Public Assist	Shelter	New Non-Resident	Requesting a ride to the warming shelter.

75	24002515	2/26/2024	EMS	Shelter	Resident	Officer assisted North Ambulance with a medical
76	24002906	3/6/2024	Public Assist	Shelter	New Non-Resident	Reports female left the building and is now not welcome back until tomorrow. She is still on the property and they would like her removed for the night.
77	24003470	3/17/2024	Disturbance	Shelter	Non-Resident	Staff stated female subject had just caused a disturbance and been told to leave.
78	24004292	3/30/2024	Disturbance	Shelter	Resident	Drunk male, refusing the leave. Causing a disturbance
79	24004781	4/9/2024	EMS	Shelter	NA	seizure-out front
80	24004943	4/11/2024	POR	Shelter	Residnent	Subject now back assigned as homeless.
81	24005044	4/12/2024	Suicidal Person	Shelter	Resident	Suicidal Person
82	24005188	4/15/2024	Disturbance	Shelter	Resident	Arrested for MS Disorderly Conduct, MS Obstructing, and MS Violating Conditions of Release.
83	24005386	4/18/2024	Welfare Check	Shelter	New Non-Resident	Welfare Check.
84	24005443	4/19/2024	EMS	Shelter	New Non-Resident	ambulance for male that has a seizure
85	24005529	4/21/2024	Domestic	Shelter	Resident	Arrested FE Third Degree Assault, MS Domestic Assault, and MS Disorderly Conduct
86	24008265	6/12/2024	Public Assist	Shelter	New Non-Resident	Subject was found requesting rides for ppl at location.
87	24014552	10/3/2024	EMS	Shelter	Resident	Guest at location stating he is not feeling well
88	24015300	10/20/2024	EMS	Shelter	NA	Requests ambulance for male who had a seizure and starting to come out of it
89	24015542	10/25/2024	Public Assist	Shelter	Resident	States a guest is saying he was hit by a car
90	24015549	10/25/2024	EMS	Shelter	Resident	Assisted North Memorial EMS with a medical.
91	24015587	10/26/2024	Welfare Check	Shelter	Resident	Welfare check on subject he has not heard from in two months. Was staying at warming shelter, which confirmed they had seen him today.
92	24015679	10/28/2024	EMS	Shelter	Resident	Seizure.
93	24015805	10/31/2024	EMS	Shelter	Resident	Male outside in the parking lot having a seizure.
94	24015863	11/1/2024	EMS	Shelter	New Non-Resident	Requests ambulance for subject with back pains
95	24016039	11/6/2024	Information	7th	NA	Reported a structure being built in the woods south of location.
96	24016067	11/6/2024	EMS	Shelter	Resident	Seizure.
97	24016109	11/7/2024	Trespass	1900 Blk S 7th	NA	Reports what appears to be the start of a homeless encampment in the woods towards the South and back of building

98	24016817	11/22/2024	Disturbance	Shelter	Resident	Guest has been told to leave multiple times and is refusing, making threats.
99	24016818	11/22/2024	Warrant Arrest	Shelter	Resident	Arrested on three outstanding warrants.
100	24017082	11/29/2024	EMS	Shelter	Resident	Leg pain, medical
101	24017154	12/1/2024	Suicidal Person	Shelter	New Non-Resident	Suicidal person
102	24017400	12/6/2024	Information	Shelter	NA	Caller reports someone behind location. Requests an officer check the location and make sure no one is camping out behind location.
103	24017518	12/9/2024	Disturbance	Shelter	Resident	Male out by the sidewalk and refusing to leave. He has been banned from staying there. Male is intoxicated. Officers arrived and advised subject that he needs to leave. Subject refused and arrested. Arrested/cited for misdemeanor trespassing
104	24017875	12/17/2024	Drug Information	Shelter	NA	Drug info.
105	24018023	12/20/2024	Missing Person	Shelter	Resident	Located at Warming Shelter - removed NCIC.
106	25000259	1/6/2025	EMS	Shelter	Resident	Requests ambulance for guest having a seizure
107	25000407	1/9/2025	Disturbance	Shelter	Resident	Arrested for Gross Misdemeanor Obstruction with Force, Misdemeanor Obstruction, and Misdemeanor Trespassing.
108	25000572	1/13/2025	Welfare Check	Shelter	Resident	Requests welfare check on a subject that is currently being discharged. Subject stated that she wanted to be left alone and did not need any assistance from officers.
109	25000628	1/15/2025	EMS	Shelter	Resident	Reports subject having an asthma attack.
110	25000854	1/18/2025	EMS	Shelter	Resident	Diabetic male heavily intoxicated.
111	25000925	1/20/2025	EMS	Shelter	Resident	Requests ambulance for female trouble breathing - asthma and no inhaler.
112	25001129	1/24/2025	Intoxicated Person	Shelter	Resident	Subject was found to be drinking on the property and not allowed to come inside
113	25001313	1/29/2025	EMS	Shelter	Resident	Officer assisted North Memorial EMS
114	25001615	2/4/2025	Welfare Check	Shelter	New Non-Resident	Complainant states they have a client there that is having delusions that people are talking to him that are not there.
115	25001964	2/10/2025	Public Assist	Shelter	Resident	Subject requested officer assist with referral to Warming Shelter
116	25002094	2/13/2025	Disturbance	Shelter	New Non-Resident	Female not wanting to get up. She is hitting herself and becoming more aggressive.
117	25002188	2/15/2025	Public Assist	Shelter	Resident	Older male walked. Courtesy transport.
118	25002279	2/17/2025	Suicidal Person	Shelter	Resident	Reports female that tried to hang herself. Subject transported to ER by North Memorial EMS
119	25002431	2/20/2025	Disturbance	Shelter	Resident	Caller reports two subjects were yelling at each other.

I am writing this evening regarding two items that will be on your agenda for 4/7/25. We live in Lake Edward township so we don't have the privilege of voting on Brainerd officials. We shop in Brainerd, attend church in Brainerd.. pretty much everything centers around Brainerd. My husband and I worked in Brainerd for over 30 years so we really care for the community and the people who live there.

I really support the Bridge on 7th and the summer trial program for helping people year round. We have donated everything from cash to clothing to the program.

We moved here with the Quisberg family in 1985. We helped open the Brainerd County Market, which became Brainerd CUB. I worked at both stores until my retirement. I came to know where homeless people go to take care of daily hygiene issues.. in the restrooms of supermarkets. They also came to seek shelter during the cold months in the heated entry ways but are asked to leave. Having this overnight shelter available year round offers a safe place to get good sleep, a place to shower and change clothes. Perhaps they leave with a bit of dignity too. It's a path to the next step in having a more secure life.

I also see a great need for the boarding house as part of the My Neighbor to Love project. What they have done so far for marginalized families and singles is amazing! Providing stable housing and the ability to feel part of a larger community is so important. It is also one more step up on the rung of life to feeling like you have a chance.

I feel very passionate about the people I served in NE Brainerd. The homeless or struggling individuals were all worthy of a smile, a thank you and an extra dime or two if needed. Just like any of my others customers.

Thank you for considering voting yes to both. I appreciate your time.

Paxie Imsdahl
Brainerd, MN 56401

Brainerd City Council – April 7, 2025

Issues of overnight sheltering in the city:

I am Robert Morgan, resident of Crow Wing County, often having business, services, and shopping activities in Brainerd-Baxter.

I support good infrastructure in municipal locations for the temporary care of people having difficulties with the basic human needs – in this case, a place to rest/sleep in safety. I support the city approving facilities such as the Bridge and the My Neighbor to Love for temporary and extended accommodations. I do not support people sleeping/camping in municipalities unless there are designated locations/facilities for that.

I am a veteran - [4 years in US Air Force]. In the past I have lived without a permanent home. I have dry camped scores of times on public land [left a clean site], I have lived months in rural shelters without electricity, and I have been without a motor vehicle [beyond the age of 20] for parts of years and relied on public transportation, bicycle, or being able to walk miles. In all these life situations our society expects that most people would have access to motor vehicles and homes with electricity and indoor plumbing. One different aspect that I will note, is that I was not using alcohol or other mood altering substances and I was working for wages or bartering my work.

From what I have learned about the local infrastructure for temporary accommodations, is that there are or will be guidelines on no drug usage and will be incentives to help people transition to more stable housing and work opportunities. I believe this is a very good direction for our community.

Thank you for your consideration of the permit approvals

Robert Morgan

Robert Morgan
Fort Ripley, MN 56449

RECEIVED
APR 07 2025
CITY OF BRAINERD
ADMINISTRATION

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Consider Conditional Use Permit for a Boarding House on NW 3rd Street - My Neighbor to Love

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE:
Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit to construct a mixed-use residential 8-bedroom single occupancy boarding house with an apartment attached for the property manager on parcels 41040800 and 41040801 located on NW 3rd Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
The Planning Commission held a public hearing at their meeting on March 19th. The motion coming out of the meeting was as follows:
Moved and seconded by Commissioners Petersen and Erickson to recommend approval of the Conditional Use Permit to allow for a boarding house at the properties indicated on NW 3rd Street PID 41040800 and 41040801 with staff recommended conditions.
Members Petersen, Erickson and Grecula voted "aye". Members Gorham and Higgins voted "nay". The Chair declared the motion carried.

Comments from the Commission:
Commissioner Erickson asked Director Kramvik if this use is compatible with the TN-2 district. Director Kramvik indicated boarding houses are a Conditional Use in the TN-2 district. Director Kramvik stated the proposed project does not need to meet density range requirements since a boarding house is listed as a commercial use; However, the Commission could consider the site plan and the overall density of the neighborhood as a result of the project.

Commissioner Petersen said the timeframe of the projects does not concern him, nor does the density requirement.

Commissioner Erickson asked about the requirement for two design element standards to be added to the exterior of the building. It was determined that two front porches and some exterior textures were already planned.

Commissioner Petersen does not agree with design standards as those features cost money.

Commissioner Higgins asked the applicant to discuss the timelines for the ongoing My Neighbor to Love projects. The applicant stated:

1. The 4-plex at 310 Jackson Street has been completed, and a sprinkler system was installed last summer to try and aid in the development of the grass.
2. The new 12-plex at 620 3rd St NW broke ground in September 2024 and was completed in March 2025, with the landscaping requirements being done this summer 2025.
3. The next two building projects on 3rd St NW will break ground this spring with a completion date of the spring of 2026.
4. This CUP request is Phase Four which starts in 2026, but the grant process needs to be addressed now for funding opportunity.

A full viewing of the request can be found at the 45:18 minute mark in the following link:
City of Brainerd - Planning Commission - 3/19/2025 - YouTube

RECOMMENDED ACTION/MOTION:
Recommend approval of the Conditional Use Permit to allow for a mixed-use boarding house at the properties indicated on NW 3rd Street PID 41040800 and 41040801 with the following conditions:

1. The applicant is allowed 18 months to start the project.
2. A boundary line adjustment which includes the stormwater retention basin is approved prior to issuance of the building permit.

FINANCIAL IMPACT: N/A

MEMO

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 19th, 2025

RE: Consider Conditional Use Permit on NW 3rd St for the Construction of a Mixed-Use Residential 8-bedroom (single occupancy) Boarding House with an Apartment Attached for the Property Manager

---

INTRODUCTION

Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit for parcels 41040800 and 41040801, which is located on NW 3rd between Jackson and James Street. The purpose of this request is to construct a mixed-use residential 8-bedroom single occupancy boarding house with an apartment attached for the property manager. The applicant has also requested 18 months to begin the project.

PUBLIC HEARING. Conditional Use Permit

CONTEXT

Parcel Number: 41040800 and 41040801

Zoning District: Traditional Neighborhood 2 (TN-2) District

Property Area: 26,602 SQFT

Adjacent Uses:
North: Vacant Land
East: Vacant Land – future 12-plex
South: Multi-Family Residential
West: Vacant Land & Multi-Family Residential

Adjacent Zoning:
North: TN-2 (Traditional Neighborhood 2) District
East: TN-2 (Traditional Neighborhood 2) District
South: TN-2 (Traditional Neighborhood 2) District
West: TN-2 (Traditional Neighborhood 2) District

AERIAL MAP

FINDINGS OF FACT

1. **PIDs 41040800 and 41040801** are located in a TN-2 (Traditional Neighborhood 2) District. Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the construction of a mixed -use boarding house as a conditional use in the TN-2 District.
    a. *The applicant proposes the construction of an 8-bedroom boarding house with an apartment attached for the property manager to reside.*
2. According to Section 515-6.2.C.9 Definitions of Use, Standards and Terms the definition of a Boarding House is a building other than a motel or hotel where, for compensation and by pre-arrangement for definite periods, meals or lodgings are provided for three (3) or more persons, but not to exceed twenty (20) persons.
3. Table 515-2-9.1. TN-2 Dimensional Standards – Density, Lot Size, Coverage and Height Standards
    a. Lot Size (minimum) – 4,000 – 25,000 SF (25,000+ requires CUP)
    b. Density (range) - 9 – 20 DU/AC (20+ DU/AC requires CUP)
    c. Front Yard Setback (range) – 5’ – 20’ if Residential

d. Side Yard Setback – 5'/10' corner
e. Rear Yard Setback – 10'
    i. *The proposed structure is located 20 feet from the front property line which is the maximum allowed in the TN-2 District.*
    ii. *The proposed structure meets the rear and side yard setback requirements of the TN-2 District.*

4. Table 515-4-12.3 Parking Space Minimum
    a. Boarding Houses: One (1) parking space per boarding room
        i. *The applicant is proposing an 8-bedroom (single occupancy) boarding house which will require eight off-street parking spaces*
        ii. *One board room will be used as an office.*
    b. 2 Bedroom apartment unit: Two (2) bedrooms = two (2) spaces per dwelling unit
        i. *The applicant is proposing a two-bedroom apartment which will require two (2) parking spaces.*
        ii. *The applicant has included ten (10) spaces in the site plan to meet the off-street parking requirements.*
5. Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
    a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
        i. *Boarding Houses and mixed-use buildings are a conditional use in the TN-2 District. The TN-2 Zoning District is intended to provide for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses.*
    b. The proposed use meets the regulations and standards established in this Ordinance.
        i. *There are no special standards associated with this use.*
    c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
        i. *The structure will not be dangerous, injurious, or noxious to the surrounding properties.*
    d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
        i. According to Section 515-4-10.G.1&4 All exposed parking areas of ten (10) or more spaces in a front and side yard abutting a public street right-of-way shall be landscaped. When a parking lot is adjacent to or across an alley from a residentially zoned property, the required screen height shall be increased to six (6) feet. Refer to Table [515-4-10.2] Plant Spacing Requirements for Screening.
            1. *The applicant has proposed a 6' high privacy screen shrub planting along all sides of the parking lot.*

a. Remaining trees and shrubs after site grading could be considered for screening upon completion of site grading.

ii. In all Contemporary Neighborhood and Traditional Neighborhood Base Zoning Districts new lots or development shall include landscape plantings as identified in Table [515-4-10.2]. A minimum of one deciduous tree shall be planted in the front yard within 10 feet of the front property line, or right-of-way line. Trees retained on site following development can be reduced from the total required number of plantings.

1. After a proposed administrative boundary line adjustment, the front yard property line will be approximately 125'.

2. A total of 1 tree per each 25' is required. The lot is required to have a total of 5 trees.

a. The applicant has proposed 5 new trees in the front yard with a mix of deciduous and evergreen tree species.

e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.

i. The proposed use is consistent with the environment and the neighborhood, as there are other multi-family residential structures and commercial uses in the neighborhood.

ii. As required by Section 515-4-2.D.4 New buildings constructed in the CC, TN-2, TN-3, ME, and TC Zoning Districts should be consistent with the character of surrounding structures. Typical and permitted materials include: brick, dimensioned stone, or their replicas, rock face block, decorative concrete panels, stone, stucco, wood, glass, or Exterior Finish Installation (EFIS). Material such as metal panels, window trim, flashing, accent features and the like that make up the exterior of a building shall not exceed twenty-five (25) percent.

1. The proposed building meets these requirements as there are no proposed metal panels on the structure.

f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.

i. As indicated in the parking calculation section, this site will have the necessary parking spaces and there should not be an increase in traffic congestion within the neighborhood streets.

g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

i. **Economic Development Goal 1**: Support infill and redevelopment throughout Brainerd as a strategic component of growth.

1. **Policy 1**: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.

h. The City Engineer has no concerns at this time with the stormwater/ grading plan.

6. Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the

Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses.

As of this writing, no parties have contacted the Community Development Department with concerns about the Conditional Use Permit application for the mixed-use 8-bedroom boarding house.

STAFF RECOMMENDATION

Staff recommends approval of the request as presented with the following conditions:

1) The applicant is allowed 18 months to start the project.
2) A boundary line adjustment which includes the stormwater retention basin is approved prior to issuance of the building permit.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2307
www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

Should be Commercial

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	[X] ($350.00)	[ ] ($500.00 + $500.00 escrow deposit)
REZONING	[ ] ($350.00)	[ ] ($500.00)
VARIANCE	[ ] ($350.00)	[ ] ($500.00 + $500.00 escrow deposit)
ZONING TEXT AMENDMENT	[ ] ($250.00)	[ ] ($400.00)

PROPERTY ADDRESS: TBD 3rd St. NW, Brainerd, MN 56401

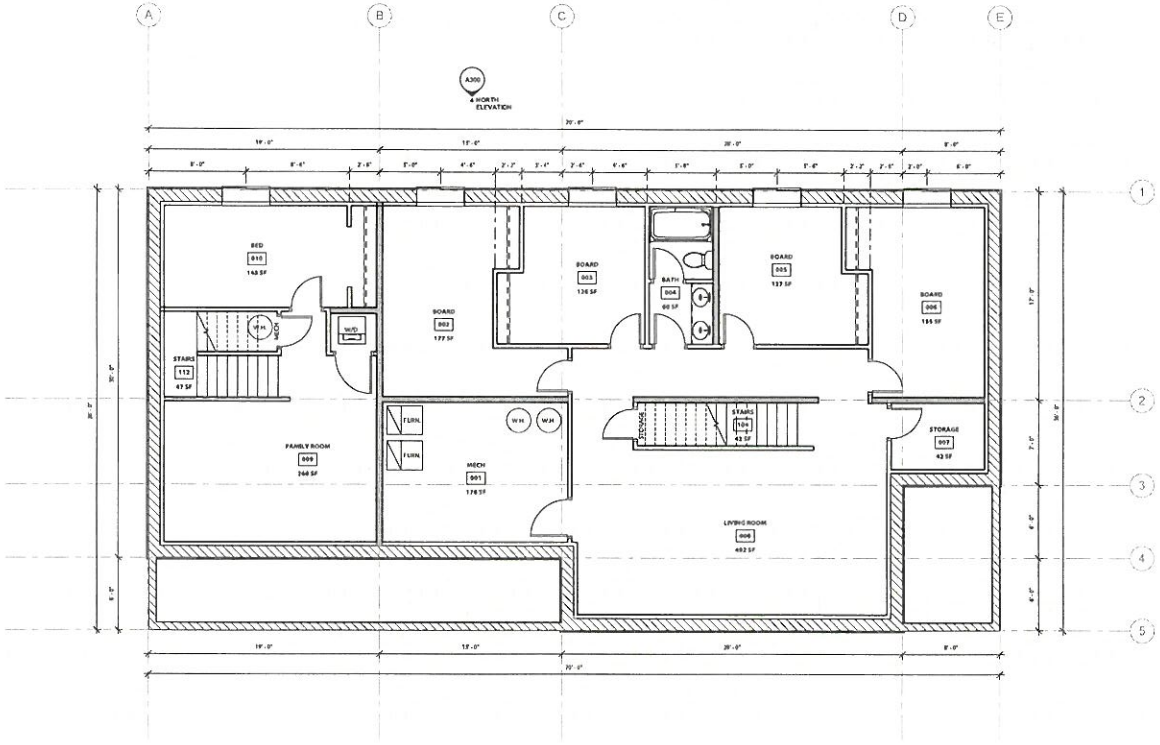
LEGAL DESCRIPTION: Lot(s): 004 ~~5~~ 6 Block: 00F Addition: _____
(attach description if lengthy)

Property Owner Name: My Neighbor to Love Coalition
Street Address: P.O. Box 581 **City:** Nisswa **State:** MN **Zip Code** 56468
Phone Number: 218-821-7875 **Fax:** _____ **E-mail:** vicky@mntlc.org
Applicant Name: (If different than Property Owner) Vicky Kinney
Street Address: 8660 Fernmont Rd **City:** Lake Shore **State:** MN **Zip Code:** 56468
Phone Number: 218-821-7875 **Fax:** _____ **E-mail:** _____

Description of Request: We would like to build an 8-bedroom (single occupancy) boarding house. It will have an apartment attached for a property manager.
We also request an extension of 18 months for the permits. Construction is contingent on a grant award with a Dec. 2025 notification & we will need to wait until spring to begin.

Vicky Kinney — **Property Owner Signature** — 3-3-2025 **Date**
Vicky Kinney — (Please print name)
Vicky Kinney — **Applicant Signature** — 3-3-2025 **Date**
Vicky Kinney — (Please print name)

(OVER)



1 A000 LOWER LEVEL FLOOR PLAN
1/4" = 1'-0"

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MY NEIGHBOR TO LOVE COALITION

CREEKSIDE BOARDING HOUSE

BRAINERD, MN 56401

PRELIMINARY

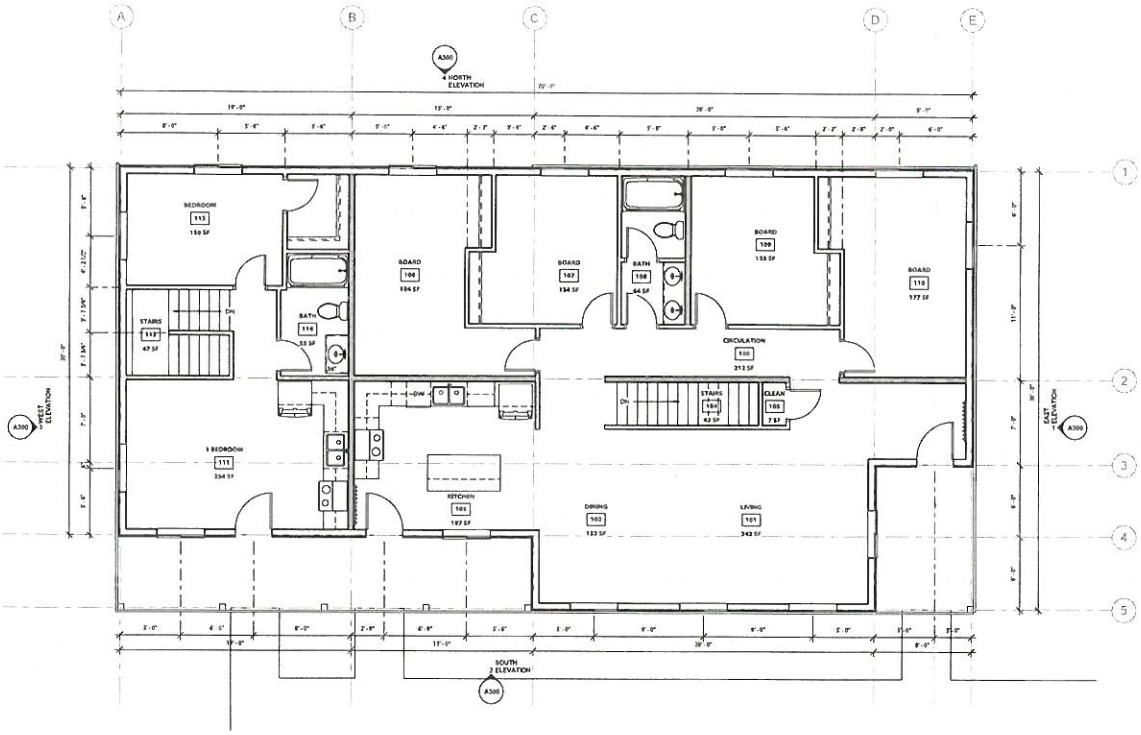
PRINTED 3/31/2023 2:40:23 PM

PROJECT NUMBER: ---
ISSUED: --

REVISION	DATE

LOWER LEVEL FLOOR PLAN

A000



1 A100 MAIN LEVEL FLOOR PLAN
1/4" = 1'-0"

MAIN LEVEL DOOR SCHEDULE

MARK	ROOM	UNIT SIZE WIDTH	UNIT SIZE HEIGHT	UNIT SIZE THICKNESS	FRAME TYPE	PANEL TYPE	FIRE RATING	LOCK FUNCTION	NOTE
001	MECH	3'-0"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
002	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
003	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
004A	BATH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
004B	BATH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
005	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
006	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
007	STORAGE	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
008	STORAGE	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
009	FAMILY ROOM	3'-0"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
010	BED	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
011	MECH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
100	CIRCULATION	3'-0"	6'-8"	1 3/4"					
102	KITCHEN	3'-0"	6'-8"	1 3/4"					EXTERIOR ENTRY, MATCH CREKSIDE NORTH
105	CIRCULATION	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			EXTERIOR ENTRY, MATCH CREKSIDE NORTH
106	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
107	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
108A	BATH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
108B	BATH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
109	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
110	BOARD	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
111	1 BEDROOM	3'-0"	6'-8"	1 3/4"					EXTERIOR ENTRY, MATCH CREKSIDE NORTH
113A	BEDROOM	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
113B	BEDROOM	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			
114	BATH	2'-6"	6'-10"	1 3/4"	WD-00	05-TWO PANEL			

WINDOW UNIT SCHEDULE

MARK	CALL NUMBER	UNIT SIZE WIDTH	UNIT SIZE HEIGHT	JAMB	NOTE
001	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
002	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
003	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
004	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
005	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
100	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
101	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
102	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
103	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
104	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
105	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
106	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
107	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
108	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
109	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
110	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
111	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
112	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		
113	FSG4-4040 E	3'-11 1/2"	3'-11 1/2"		

ROOM FINISH SCHEDULE

MARK	DESCRIPTION	AREA	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	REMARKS
000	LIVING ROOM	492 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
001	MECH	176 SF	CONC	VB	GYP. BD./PT	GYP. BD./PT	
002	BOARD	177 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
003	BOARD	126 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
004	BATH	60 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
005	BOARD	127 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
006	BOARD	153 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
007	STORAGE	42 SF	LVP	VB	GYP. BD./PT	GYP. BD./PT	
008	STORAGE	91 SF	LVP	VB	GYP. BD./PT	GYP. BD./PT	
009	FAMILY ROOM	280 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
010	BED	143 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
011	MECH	51 SF	CONC	VB	GYP. BD./PT	GYP. BD./PT	
100	CIRCULATION	212 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
101	LIVING	242 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
102	DINING	183 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
103	KITCHEN	187 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
104	STAIRS	42 SF	CPT-1	CPT-1	GYP. BD./PT	GYP. BD./PT	
105	CLEAN	7 SF	LVP	VB	GYP. BD./PT	GYP. BD./PT	
106	BOARD	184 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
107	BOARD	134 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
108	BATH	64 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
109	BOARD	135 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
110	BOARD	177 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
111	1 BEDROOM	254 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
112	STAIRS	47 SF	CPT-1	CPT-1	GYP. BD./PT	GYP. BD./PT	
113	BEDROOM	150 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	
114	BATH	55 SF	LVP	GYP. BD./PT	GYP. BD./PT	GYP. BD./PT	

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MY NEIGHBOR TO LOVE COALITION
CREEKSIDE BOARDING HOUSE

BRAINERD, MN 56401

PRELIMINARY

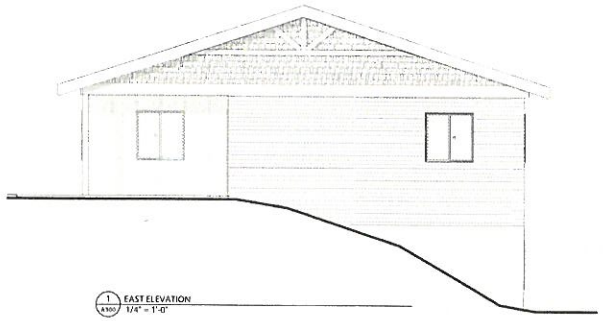
PRINTED: 2/23/2023 2:40:33 PM

PROJECT NUMBER: —
ISSUED:

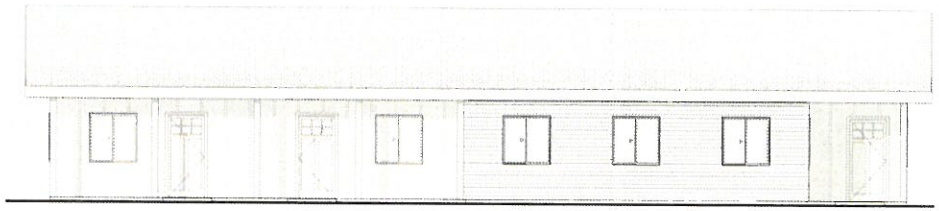
⚠	REVISION	DATE

FLOOR PLANS

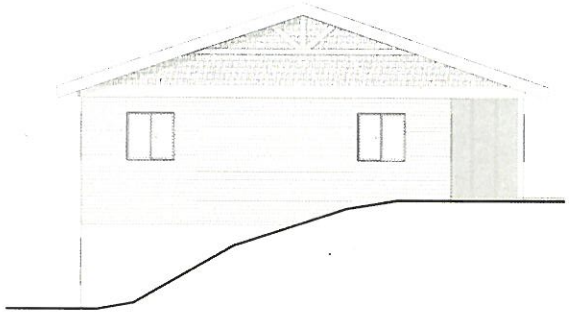
A100



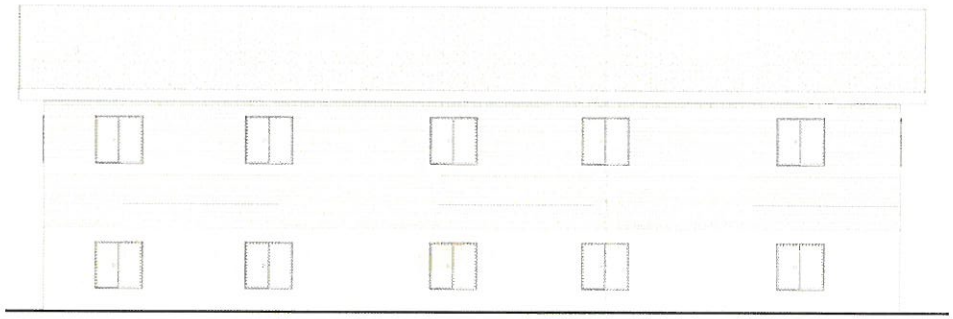
1 A300 EAST ELEVATION
1/4" = 1'-0"



2 A300 SOUTH ELEVATION
1/4" = 1'-0"



3 A300 WEST ELEVATION
1/4" = 1'-0"



4 A300 NORTH ELEVATION
1/4" = 1'-0"

NOR-SON
CONSTRUCTION

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MY NEIGHBOR TO LOVE COALITION
CREEKSIDE BOARDING HOUSE
BRAINERD, MN 56401

PRELIMINARY

PRINTED: 2/13/2023 2:49:28 PM

PROJECT NUMBER: —
ISSUED:

REVISION	DATE

BUILDING ELEVATIONS

A300

Description & Landscaping Plan

Conditional Use Permit Requests:

On lots - PIN 41040800 & 41040801 (TN-2 district) My Neighbor to Love Coalition would like to build and operate an 8-bedroom boarding house with an attached 2-bedroom apartment for a manager.

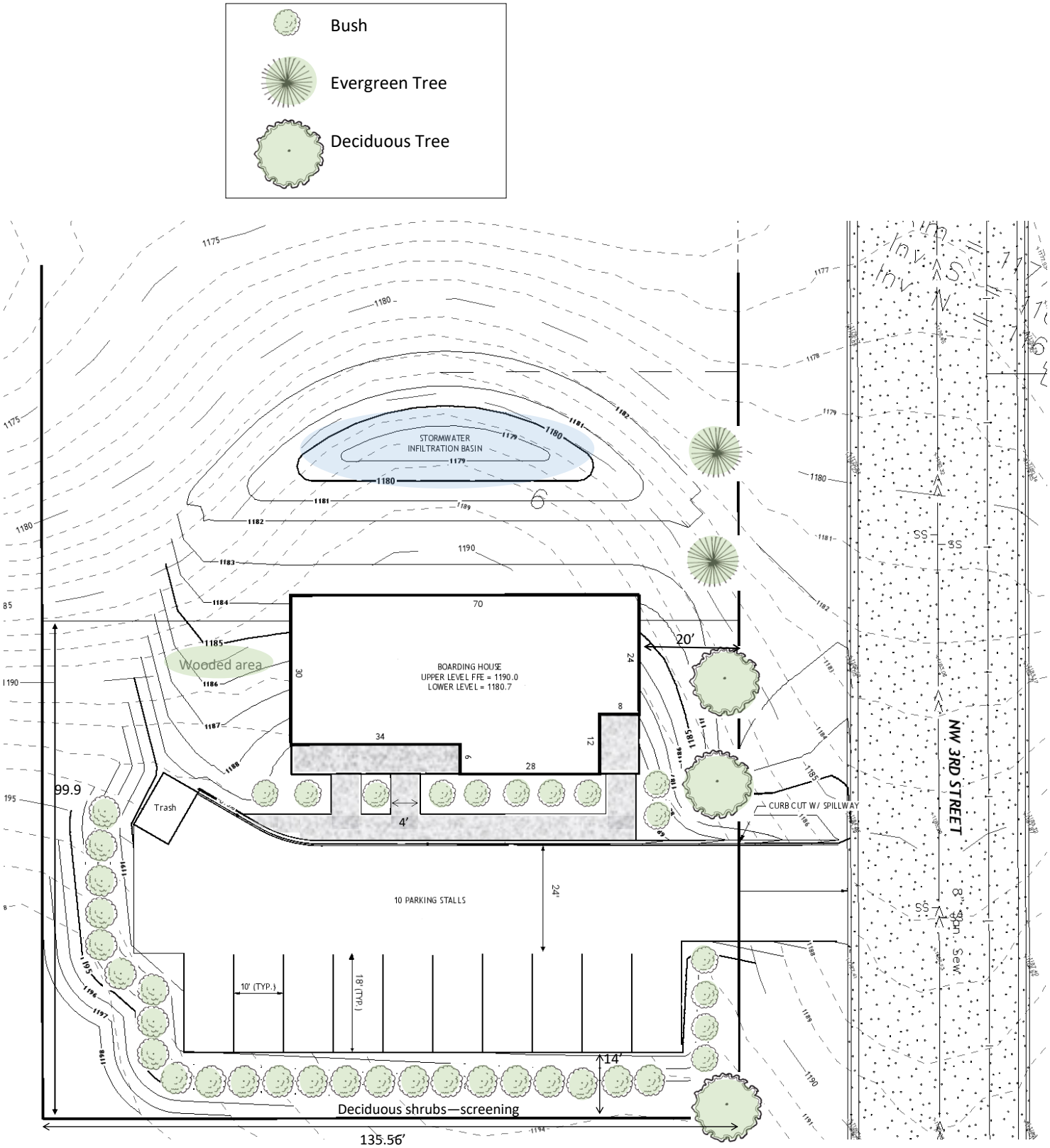
We request an extended time of 18 months for the permits. Funding for construction is dependent on a grant award. The grant application is due in April and notice will be given in December, which is not the time of year when construction can begin, therefore we need a few extra months.

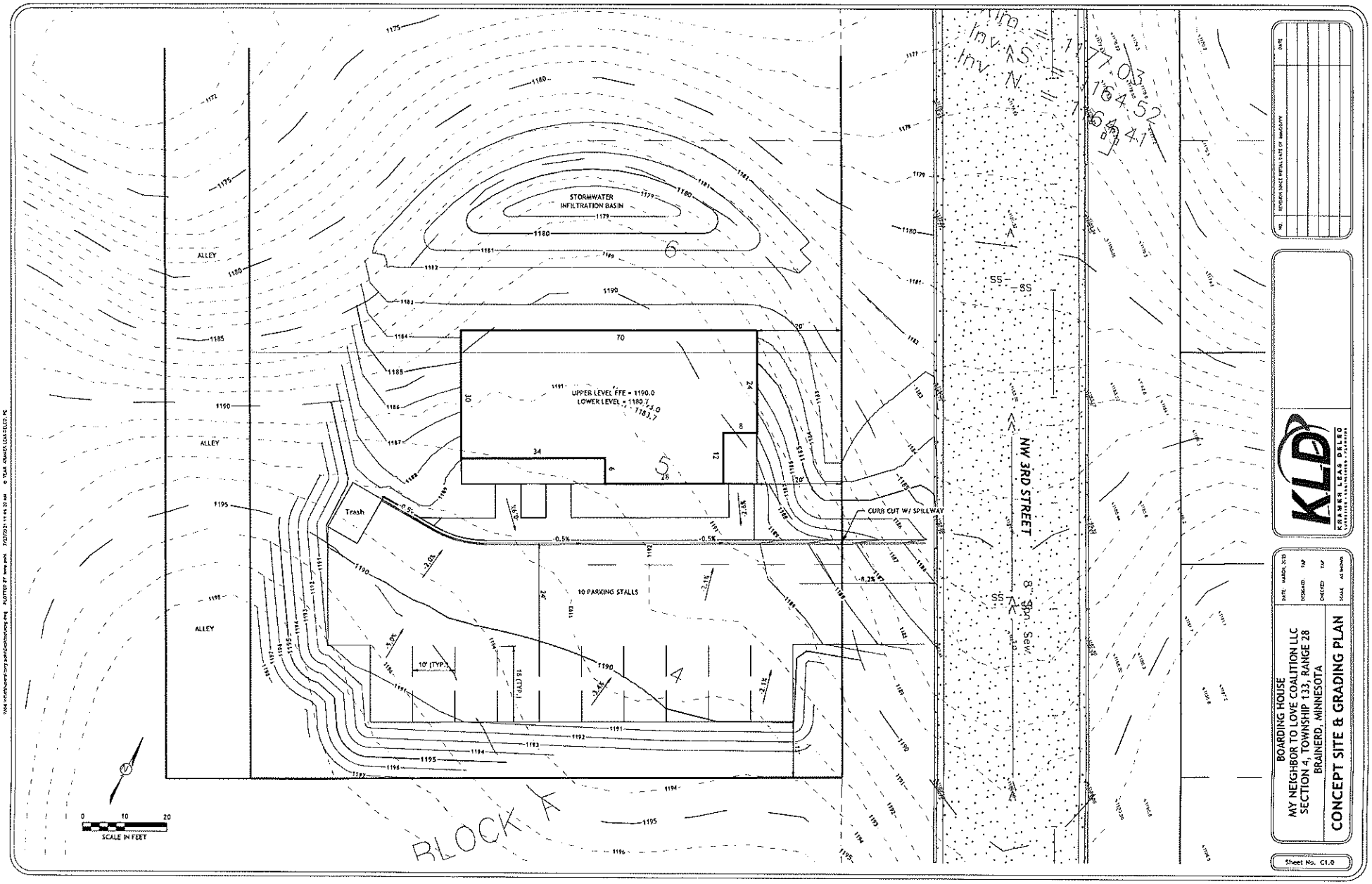
Landscaping:

Landscaping Plan – All disturbed areas will be landscaped with either planting beds with mulch and/or rock or leveled and seeded with a bee lawn grass seed mixture.

- Screening along the parking lot will contain 6' high deciduous shrubs and bushes such as Lilac, Neonburst Dogwood, or Hydrangea.
- Bushes planted around the building will be a variety of Snowberry, Dogwood, Chokecherry or Firedance Dogwood on the north side; and Alpine Currant, Ninebark, Lilac, Spirea, or Potentilla on the and/or fruit bearing bushes on the south and east sides.
- Trees - The deciduous trees within 10 feet of the ROW on 3rd Street will be of a variety of either Birch, Flowering Crab, Service Berry, Ohio Buckeye, Elm, or Maple, or other similar canopy type trees. Spruce trees will also be planted.

Shade Tree and Ornamental Trees (Flowering Crab, Hawthorn, etc.) will have at least a 1 ½ inch diameter. Evergreen Trees will be 4 to 5 feet at planting. Tall shrubs will be 5-gallon size and low shrubs will be 2-gallon size. All plants and trees will be of approved nursery stock.


Bush
Evergreen Tree
Deciduous Tree
STORMWATER
INFILTRATION BASIN
BOARDING HOUSE
UPPER LEVEL FFE = 1190.0
LOWER LEVEL = 1180.7
Wooded area
Trash
10 PARKING STALLS
CURB CUT W/ SPILLWAY
NW 3RD STREET
8" San. Sew.
Deciduous shrubs—screening
20'
4'
24'
14'
10' (TYP.)
18' (TYP.)
99.9
135.56'


STORMWATER INFILTRATION BASIN
UPPER LEVEL FFE = 1190.0
LOWER LEVEL = 1180.7
ALLEY
ALLEY
ALLEY
Trash
10 PARKING STALLS
CURB CUT W/ SPILLWAY
NW 3RD STREET
8" San. Sew.
BLOCK K
SCALE IN FEET
KRAMER LEAS DELEO
BOARDING HOUSE
MY NEIGHBOR TO LOVE COALITION LLC
SECTION 4, TOWNSHIP 133, RANGE 28
BRAINERD, MINNESOTA
CONCEPT SITE & GRADING PLAN
Sheet No. C1.0

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit to construct a mixed-use residential 8-bedroom (single occupancy) boarding house with an apartment attached for the property manager to reside. Boarding houses are considered commercial uses in Section 515-3 Appendix A: Table of Uses while the proposed attached apartment is a residential use. The property is located on NW 3rd Street between James Street and Jackson Street.

The property is legally described as:

LOT 6, BLOCK F, AND THE ADJACENT SOUTHERNLY HALF OF VACATED ROBERT STREET, WEST BRAINERD
PID 41040800

LOTS 4 AND 5, BLOCK 4, WEST BRAINERD
PID 41040801

The property is zoned TN-2 (Traditional Neighborhood) District, and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of a mixed-use building and boarding house as a conditional use in the TN-2 District. A copy of the site plan is on file for review with the Community Development Department.

A Public Hearing to consider this conditional use permit will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, March 19, 2025 in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of March, 2025

James L. Kramvik
Community Development Director

Publication Date: March 8th, 2025

From: James Kramvik
To: Stephanie Bestul
Subject: FW: CUP application
Date: Wednesday, March 26, 2025 2:11:42 PM
Attachments: image001.png

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Vicky Kinney <vicky@mntlc.org>
Sent: Wednesday, March 26, 2025 11:45 AM
To: Dave Badeaux <dbadeaux@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Kevin Stunek <kstunek@ci.brainerd.mn.us>; Kevin Yeager <kyeager@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>; Jeff Czeczok <jczeczok@ci.brainerd.mn.us>; Gabe Johnson <gjohnson@ci.brainerd.mn.us>
Subject: CUP application

You don't often get email from vicky@mntlc.org. Learn why this is important

Dear Mayor Badeaux and the Brainerd City Council,

After the Planning Commission meeting, it appeared that the timing in which we are applying for a CUP might be an issue. I understand that it may seem odd to apply a year before any construction would start and while we are just about to start on our next Phase 3 building project.

The reason for the early request is because the window for writing this specific grant closes at the end of April. Awards won't be announced until December and construction wouldn't start until the spring of 2026, about the time when our next project would be completed.

This CUP request is part of Phase 4 of our Creekside Community development. We have the potential of bringing in an addition $3,000,000 outside dollars to the already $2,850,000 outside dollars we are receiving for Phase 3 – increasing economic development to our community. I hope you will see the value of the work we are doing, the benefits we bring to our area, and understand the need for the variety of housing options we are providing for Brainerd residents.

Please let me know if you have any questions about this CUP request. See you at the Council meeting.

Thank you,

I am writing this evening regarding two items that will be on your agenda for 4/7/25. We live in Lake Edward township so we don't have the privilege of voting on Brainerd officials. We shop in Brainerd, attend church in Brainerd.. pretty much everything centers around Brainerd. My husband and I worked in Brainerd for over 30 years so we really care for the community and the people who live there.

I really support the Bridge on 7th and the summer trial program for helping people year round. We have donated everything from cash to clothing to the program.

We moved here with the Quisberg family in 1985. We helped open the Brainerd County Market, which became Brainerd CUB. I worked at both stores until my retirement. I came to know where homeless people go to take care of daily hygiene issues.. in the restrooms of supermarkets. They also came to seek shelter during the cold months in the heated entry ways but are asked to leave. Having this overnight shelter available year round offers a safe place to get good sleep, a place to shower and change clothes. Perhaps they leave with a bit of dignity too. It's a path to the next step in having a more secure life.

I also see a great need for the boarding house as part of the My Neighbor to Love project. What they have done so far for marginalized families and singles is amazing! Providing stable housing and the ability to feel part of a larger community is so important. It is also one more step up on the rung of life to feeling like you have a chance.

I feel very passionate about the people I served in NE Brainerd. The homeless or struggling individuals were all worthy of a smile, a thank you and an extra dime or two if needed. Just like any of my others customers.

Thank you for considering voting yes to both. I appreciate your time.

Paxie Imsdahl
Brainerd, MN 56401

From: James Kramvik
To: Stephanie Bestul
Subject: FW: Public Comment: Request for Denial of CUP for NW 3rd St
Date: Wednesday, April 2, 2025 3:24:44 PM
Attachments: CUP Comments_NW 3rd St_20250329.pdf
image001.png

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Sent: Sunday, March 30, 2025 11:44 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: FW: Public Comment: Request for Denial of CUP for NW 3rd St

Fyi...

Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Michael Duval
Sent: Sunday, March 30, 2025 11:41 AM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Cc: Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Public Comment: Request for Denial of CUP for NW 3rd St

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

Kelly,

I am writing you to request that you vote against a proposed conditional use permit for a boarding house on NW 3rd St. This application was approved by a 3:2 vote at the March Planning Commission meeting.

Attached are comments and findings of fact in support of a denial of the application for the following reasons:

- The proposed boarding house and adjoining apartment unit do not meet the density standard for TN2 district;
- The applicant has not demonstrated that they can timely complete their development projects as demonstrated by the adjacent development permitted under a prior CUP resulting in ongoing undesirable impacts to neighboring properties; and
- The proposed development does not conform to guidance in the Comprehensive Plan.

Please feel free to contact me if you have questions.

Thank you.

Michael Duval
Tyrol Dr
Brainerd

****

When life gives you lemons, make a shandy

CONDITIONAL USE PERMIT FOR NW 3rd ST

This conditional use permit application should be denied for the following reasons:

1. The proposed boarding house and adjoining apartment do not meet the density standard for TN2 district.
2. The applicant has not demonstrated that they can timely complete the existing development resulting in continuation of undesirable impacts to neighboring properties.
3. The proposed development does not conform to guidance in the Comprehensive Plan.

<u>Zoning District Density Standard</u>

1. The proposed development does not meet the TN2 density standard of 9-20 dwelling units per acre.
2. The definition of a dwelling unit in the ordinance (**515-6-2(B) 41**) is "... a building designed exclusively for residential occupancy..." with cooking, sleeping, and sanitary facilities provided within the dwelling unit. Furthermore, a dwelling unit is NOT a use and is independent of the allowable use as is apparent from the definition.
   a) The definition expressly clarifies that motel, hotel, and boarding rooms are not dwelling units by themselves for lack of the required facilities. However, the boarding house proposed by the applicant includes cooking, sleeping (i.e., boarding rooms) and sanitary facilities thus meeting the definition of a dwelling unit.
   b) I believe staff erred at the 04/01/2024 Council meeting in their response to Councilman Johnson's question regarding the density standard for a similar boarding house CUP across the street from the currently proposed BH. Staff advised Mr. Johnson, based on their interpretation of the ordinance, that density standards don't apply because a boarding house is a commercial use and that a boarding house "...does not technically have a dwelling unit."
      - A fair and reasonable reading of the dwelling unit definition above does not agree with staff interpretation of dwelling density in response to the question of Councilman Johnson.
3. Therefore, the density standard for TN2 zoning district in Table 515-2-9.1 applies.
4. Thus, the applicant proposes 2 dwelling units (a 2 bedroom apartment and an 8 bedroom boarding house) on 0.62 acres = 3.2 DU/acre. As such, the proposed development would require a variance and not a CUP.

<u>Applicant has not demonstrated they can finish development in a timely manner</u>

1. Drive by and look at this site or view it from Google Maps. Nowhere else in the greater Brainerd area is a site torn up like this. It is the largest disturbed site in the Brainerd/Baxter area.
2. The adjoining neighborhood is poised to enter our 3rd year of blowing sand and dust from this site. Site stabilization was initiated only after complaints to the City and has been further hampered by drought.
3. You are now being asked to consider a request to extend the duration of a CUP for this new site up to 18 months to allow them time to gather the necessary funds to initiate this development.
4. I believe the applicant is currently overextended and needs to focus on completing the existing site development before disturbing another area or redirecting limited resources away from the unfinished site.

a) The applicant has testified before the Planning Commission that they have the resources to complete development of the currently disturbed site between NW 2nd and NW 3rd. That is encouraging.
b) The applicants funding approach is hard – very hard – and they deserve much credit for getting 16 housing units built in this way. However, current success is not a guarantee that they have the financial resources in hand and the City holds no enforcement tools that I'm aware of to ensure that the current site will be completed and landscaped by spring of 2026.

5. The unintended consequences of obtaining a CUP before the applicant has the resources to begin and complete this newly proposed site development is an incentive to break ground on the project and create further land disturbance in order to punch the countdown clock.
6. The City and neighboring property owners need assurances that the necessary resources are in hand and obligated for purposes of performing the proposed work, start to finish, in a reasonable timeline.

<u>Proposed development does not conform to the Comp Plan</u>

1. The current Comprehensive Plan guides the community toward creating housing, lots of housing.

   <u>Housing</u> Goal 1, Policy 5: "Ensure an adequate supply of quality and affordable housing units for current and future residents."
2. The 2020 Crow Wing County Housing Study identifies a shortage of available housing across all income and demographics and an alarming projected shortfall of up to 4,800 housing units by 2033. Brainerd represents maybe a third of that shortfall that will require the construction of 100 housing units per year to close. We are nowhere near that!
3. The proposed site under the TN2 zoning class can support up to 13 DU and many more by CUP.
   a) Recall that this site was formerly zoned as R-3 (high-density multi-family housing) in the previous zoning ordinance and, in an effort to reduce the number of zoning classes in the revised ordinance, the TN2 district was created to blend former R-2 and R-3 thereby allowing greater density and addition of compatible commercial uses.
   b) The intent of the Planning Commission was to retain the option for high-density residential development for R-3 sites as a result of the zoning ordinance rewrite consistent with the recommendations of the 2020 workforce housing study – it was not to reduce the development density of these former sites.
4. The proposed development vastly under-develops the site potential that is best suited for high density multi-family housing on a scale comparable to the Lofts on Novotny in Baxter or the proposed 805 Laurel project in Brainerd.

I respectfully ask you to deny the CUP application.

Thank you.

Michael Duval
Tyrol Dr, Brainerd

From:	James Kramvik
To:	Kelly Bevans
Cc:	Toni Gage; Stephanie Bestul; Nick Broyles
Subject:	RE: Public Comment: Request for Denial of CUP for NW 3rd St
Date:	Thursday, April 3, 2025 10:45:46 AM
Attachments:	image001.png

Hi Kelly,

I have bcc'd City Council to this email as well. The applicant would have the ability to apply for a variance if City Council determined that the property must meet density requirements and that boarding houses are one dwelling unit. However, variances must meet a practical difficulty threshold that is unique to the property. I do not see a practical difficulty unique to the property in this case. If mixed-use buildings are required to meet density, I suspect that many future variances will be required when adding apartment units above a commercial space. If boarding houses are considered one dwelling unit by City Council, the use should either be removed from the code or some other code change should be directed to staff. Boarding houses are only allowed in higher density districts because of potential parking issues, and it would be very difficult to meet stormwater and parking requirements for all proposed projects. Variances should not be used if it would be a consistent issue with the code for all properties proposing a boarding house. However, in staff's opinion, the overall potential density of the neighborhood and the impact this project has for future development and utility use can be considered by City Council. I did speak with Mr. Duval on the phone and had a good conversation and understand many of his concerns, especially surrounding density for the TN-2 District. However, we do disagree on the density range requirement.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Thursday, April 3, 2025 10:03 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Re: Public Comment: Request for Denial of CUP for NW 3rd St

James

Would a variance solve the density issue in zoning brought up by M. Duval?
Has the proposer been made aware of the answer to the above?

Kelly

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Tuesday, April 1, 2025 3:29 PM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Subject: RE: Public Comment: Request for Denial of CUP for NW 3rd St

That sounds good Kelly, the letter to Council with my interpretation will be added to the packet, thanks

Regards,

James Kramvik

James Kramvik | Community Development Director

City of Brainerd | 501 Laurel Street Brainerd MN 56401

218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 4:34 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Re: Public Comment: Request for Denial of CUP for NW 3rd St

Thanks James

Looking forward to your recommendation on Thursday.

Kelly

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 4:08 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; Stephanie Bestul <sbestul@ci.brainerd.mn.us>; Jessie Dehn

<jdehn@ci.brainerd.mn.us>; Mike Habighorst <mhabighorst@ci.brainerd.mn.us>
Subject: RE: Public Comment: Request for Denial of CUP for NW 3rd St

Hi All,

I have bcc'd the Mayor and all Council members to this e-mail regarding questions about the mixed-use boarding house for My Neighbor to Love Coalition.

Is this a TN2 zoning? What is the correct density for this zone?

The property is located in the TN-2 Zoning District. The Density requirement for the TN-2 Zoning District is 9 – 20 DU/AC (20+ DU/AC requires CUP).

Requiring a dwelling unit density range is new to the zoning code when passed in 2022. There are provisions in most zoning districts to allow a property owner to exceed the density range with a CUP. There is no such mechanism, other than a variance, for properties to construct below the property density range. This becomes problematic when reviewing commercial properties and mixed-use properties such as this request. A boarding house is a Conditional Use in the TN-2 District and is listed under commercial uses in the allowed use table. A boarding room by definition is not a dwelling unit, neither is a hotel/ motel room. In staff's opinion, a boarding house, when calculating density, is viewed in the same manner as a retail business, restaurant, or office. These are permitted uses in the TN-2 District.

Additionally, while boarding houses have shared facilities, the occupants are not considered a single-family. The occupants have separate rental agreements and are independent of one another. In the definition of a dwelling unit, it states "One or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a **single family maintaining a household**.

I do not believe it is the intent of the ordinance to require a variance for the construction of a hotel, motel, or commercial property in the TN-2 District. The applicant could never meet the practical difficulty threshold that is unique to the property. I also do not believe it is the intent of the ordinance to not allow residential units to affix to an existing commercial property if it does not meet the density requirement. It would be contrary to many sections of the Comprehensive Plan and in direct conflict of Brainerd's goal to add more housing. (Example: A strictly commercial property such as an office would be allowed in the TN-2 District while an office with a second story apartment would be prohibited by Code if it is under 9 DU/ACRE.)

Staff Opinion: Density range requirements must be reviewed when platting residential developments and proposing strictly residential uses like the MNTL 12-plexes. It will be very problematic and hinder future development if the sole reason of density is used to reject a mixed-use application. Mixed-use properties would still need a CUP to exceed density limits. Staff does not recommend denial based on

the density range requirement.

That being said, the purpose and intent of the TN-2 District stated in Section 515-2-9 is for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses. This District reinforces the existing pattern of small, connected lots, blocks and street and supports development and redevelopment consistent with this pattern. The proposed mixed-use boarding house requires a large parking lot to accommodate one off-street parking space per boarding room and a large retention pond to treat stormwater. The location of the stormwater retention pond requires the applicant to apply for a boundary line adjustment, so the pond is located on the same parcel as the building, thus creating a larger lot and lowering potential density in the neighborhood. The applicant is required by City Code to supply off-street parking and stormwater facilities. There may be issues with consistency with the Comprehensive Plan if City Council has concerns with this application regarding density.

If density is a concern, staff recommends either reducing or removing off-street parking requirements for boarding houses or removing boarding houses entirely from the Code. Boarding houses are only permitted by CUP in high density residential zoning districts and are not allowed in the TN-1 and CN-1 districts. The requirement for off-street parking and stormwater facilities makes boarding houses very difficult or impossible to construct if they are held to density requirements.

Is the applicant behind on their previous projects?

The applicant is not behind on their other projects. The applicant hired Nor-Son, a local construction company, to complete the project. The site was cleared and graded, thus starting the project. Staff have no concerns at this time and the applicant has submitted applications for the next 12-plex to begin construction this Spring. However, the other 12-plex and boarding house must start this construction season, or the applicant will have to re-apply for a CUP. Many large projects take multiple years to construct such as the Highschool and Country Manor, which is scheduled to start his Spring.

The Community Development Department did forward concerns to the Engineering Department regarding site stabilization/ dust as it was an issue for the neighborhood. We now have a new public works staff member on board to better regulate open construction sites. Staff does have concerns if the new proposed site is cleared prior to finishing the other two projects. However, it may be difficult to impose a condition that does not allow the applicant to perform work if they have all the appropriate site, stormwater, and grading plans to perform the work.

The proposed development does not conform to guidance in the Comprehensive Plan.

If the overall density of the neighborhood is a concern especially considering that a boundary line adjustment is needed, the following may be inconsistent with the Comp Plan:

Housing Goal 1, Policy 5: "Ensure an adequate supply of quality and affordable housing units for current and future residents."

Economic GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth. Policy 3: Evaluate the near and long-term fiscal impacts of annexation and development proposals.

The applicant is proposing additional housing to an area that is walkable/ bikeable to residents and has existing infrastructure. The project is consistent with the comprehensive plan on those elements. However, underdeveloped sites do have an impact to future utility improvements and usage and the ability to add more housing to the City. The boundary line adjustment does impact future development in the neighborhood.

Please let me know if you have any other questions.

Regards,

James Kramvik

James Kramvik | Community Development Director

City of Brainerd | 501 Laurel Street Brainerd MN 56401

218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 10:36 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Mike ODay <moday@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Fw: Public Comment: Request for Denial of CUP for NW 3rd St

James

Can you please confirm past Commissioner Duval's comments:

Is this a TN2 zoning? What is the correct density for this zone?

Is the applicant behind on there previous projects?

What does the Comp. Plan say regarding the proposed development?

I think, with President O'Day's approval, all Council should see your response.

Thank You

Kelly

From: Michael Duval <sorensonlk@yahoo.com>
Sent: Sunday, March 30, 2025 11:41 AM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Cc: Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Public Comment: Request for Denial of CUP for NW 3rd St

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

Kelly,

I am writing you to request that you vote against a proposed conditional use permit for a boarding house on NW 3rd St. This application was approved by a 3:2 vote at the March Planning Commission meeting.

Attached are comments and findings of fact in support of a denial of the application for the following reasons:

- The proposed boarding house and adjoining apartment unit do not meet the density standard for TN2 district;
- The applicant has not demonstrated that they can timely complete their development projects as demonstrated by the adjacent development permitted under a prior CUP resulting in ongoing undesirable impacts to neighboring properties; and
- The proposed development does not conform to guidance in the Comprehensive Plan.

Please feel free to contact me if you have questions.

Thank you.

Michael Duval

468 Tyrol Dr

Brainerd

****

When life gives you lemons, make a shandy

From: James Kramvik
To: Toni Gage
Subject: FW: Public Comment: Request for Denial of CUP for NW 3rd St
Date: Thursday, April 3, 2025 2:33:16 PM
Attachments: image001.png
image002.png

Hey Toni,

I'm looking through the agenda. Kelly sent separate e-mails, and I'm not seeing this response in the agenda, thanks!

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: James Kramvik
Sent: Thursday, April 3, 2025 10:15 AM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Cc: Nick Broyles <nbroyles@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>; Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Subject: RE: Public Comment: Request for Denial of CUP for NW 3rd St

Hi Kelly,

I have bcc'd the rest of City Council. It was zoned TN-2, and the boarding house was approved under the same code that now exists. Staff made the same interpretation that commercial and mixed-uses are not required to meet density requirements. The 12-plexes were required to meet density because the property was re-platted and was strictly a residential use. I have been consistent with my interpretation of density range requirements. Boarding houses are listed under commercial uses, and I do not believe they meet the definition of a dwelling unit as a single family is not managing the boarding house. Also, it would not be possible for a boarding house to meet density range in any of our zoning districts if they were one dwelling unit. Regarding this application, the layout and parking are different from the previous application and previous approvals do not necessarily set precedent. How Council interprets the code can set precedent. An administrative boundary line adjustment is also required as part of this request. Council member Johnson did bring up concerns about density range during the previous approval process and the approval was not unanimous.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Thursday, April 3, 2025 9:56 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Re: Public Comment: Request for Denial of CUP for NW 3rd St

James

What was the zoning prior to 2022? Was the proposed boarding house allowed in that previous zoning?
When did MNTL buy it?

Kelly

Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Tuesday, April 1, 2025 3:29 PM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Subject: RE: Public Comment: Request for Denial of CUP for NW 3rd St

That sounds good Kelly, the letter to Council with my interpretation will be added to the packet, thanks

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 4:34 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Re: Public Comment: Request for Denial of CUP for NW 3rd St

Thanks James

Looking forward to your recommendation on Thursday.

Kelly

From: James Kramvik <jkramvik@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 4:08 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; Stephanie Bestul <sbestul@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>; Mike Habighorst <mhabighorst@ci.brainerd.mn.us>
Subject: RE: Public Comment: Request for Denial of CUP for NW 3rd St

Hi All,

I have bcc'd the Mayor and all Council members to this e-mail regarding questions about the mixed-use boarding house for My Neighbor to Love Coalition.

Is this a TN2 zoning? What is the correct density for this zone?
The property is located in the TN-2 Zoning District. The Density requirement for the TN-2 Zoning District is 9 – 20 DU/AC (20+ DU/AC requires CUP).

Requiring a dwelling unit density range is new to the zoning code when passed in 2022. There are provisions in most zoning districts to allow a property owner to exceed the density range with a CUP. There is no such mechanism, other than a variance, for properties to construct below the property density range. This becomes problematic when reviewing commercial properties and mixed-use properties such as this request. A boarding house is a Conditional Use in the TN-2 District and is listed under commercial uses in the allowed use table. A boarding room by definition is not a dwelling unit, neither is a hotel/ motel room. In staff's opinion, a boarding house, when calculating density, is viewed in the same manner as a retail business, restaurant, or office. These are permitted uses in the TN-2 District.

Additionally, while boarding houses have shared facilities, the occupants are not considered a single-family. The occupants have separate rental agreements and are independent of one another. In the definition of a dwelling unit, it states "One or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a **single family maintaining a household**.

I do not believe it is the intent of the ordinance to require a variance for the construction of a hotel, motel, or commercial property in the TN-2 District. The applicant could never meet the practical difficulty threshold that is unique to the property. I also do not believe it is the intent of the ordinance to not allow residential units to affix to an existing commercial property if it does not meet the density requirement. It would be contrary to many sections of the Comprehensive Plan and in direct conflict of Brainerd's goal to add more housing. (Example: A strictly commercial property such as an office would be allowed in the TN-2 District while an office with a second story apartment would be prohibited by Code if it is under 9 DU/ACRE.)

Staff Opinion: Density range requirements must be reviewed when platting residential developments and proposing strictly residential uses like the MNTL 12-plexes. It will be very problematic and hinder future development if the sole reason of density is used to reject a mixed-use application. Mixed-use properties would still need a CUP to exceed density limits. Staff does not recommend denial based on the density range requirement.

That being said, the purpose and intent of the TN-2 District stated in Section 515-2-9 is for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses. This District reinforces the existing pattern of small, connected lots, blocks and street and supports development and redevelopment consistent with this pattern. The proposed mixed-use boarding house requires a large parking lot to accommodate one off-street parking space per boarding room and a large retention pond to treat stormwater. The location of the stormwater retention pond requires the applicant to apply for a boundary line adjustment, so the pond is located on the same parcel as the building, thus creating a larger lot and lowering potential density in the neighborhood. The applicant is required by City Code to supply off-street parking and stormwater facilities. There may be issues with consistency with the Comprehensive Plan if City Council has concerns with this application regarding density.

If density is a concern, staff recommends either reducing or removing off-street parking requirements for boarding houses or removing boarding houses entirely from the Code. Boarding houses are only permitted by CUP in high density residential zoning districts and are not allowed in the TN-1 and CN-1

districts. The requirement for off-street parking and stormwater facilities makes boarding houses very difficult or impossible to construct if they are held to density requirements.

Is the applicant behind on their previous projects?
The applicant is not behind on their other projects. The applicant hired Nor-Son, a local construction company, to complete the project. The site was cleared and graded, thus starting the project. Staff have no concerns at this time and the applicant has submitted applications for the next 12-plex to begin construction this Spring. However, the other 12-plex and boarding house must start this construction season, or the applicant will have to re-apply for a CUP. Many large projects take multiple years to construct such as the Highschool and Country Manor, which is scheduled to start his Spring.

The Community Development Department did forward concerns to the Engineering Department regarding site stabilization/ dust as it was an issue for the neighborhood. We now have a new public works staff member on board to better regulate open construction sites. Staff does have concerns if the new proposed site is cleared prior to finishing the other two projects. However, it may be difficult to impose a condition that does not allow the applicant to perform work if they have all the appropriate site, stormwater, and grading plans to perform the work.

The proposed development does not conform to guidance in the Comprehensive Plan.
If the overall density of the neighborhood is a concern especially considering that a boundary line adjustment is needed, the following may be inconsistent with the Comp Plan:

Housing Goal 1, Policy 5: "Ensure an adequate supply of quality and affordable housing units for current and future residents."

Economic GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth. Policy 3: Evaluate the near and long-term fiscal impacts of annexation and development proposals.

The applicant is proposing additional housing to an area that is walkable/ bikeable to residents and has existing infrastructure. The project is consistent with the comprehensive plan on those elements. However, underdeveloped sites do have an impact to future utility improvements and usage and the ability to add more housing to the City. The boundary line adjustment does impact future development in the neighborhood.

Please let me know if you have any other questions.

Regards,
James Kramvik

James Kramvik | Community Development Director
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218-454-3408 | jkramvik@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Sent: Monday, March 31, 2025 10:36 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Cc: Mike ODay <moday@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Fw: Public Comment: Request for Denial of CUP for NW 3rd St

James

Can you please confirm past Commissioner Duval's comments:

Is this a TN2 zoning? What is the correct density for this zone?
Is the applicant behind on there previous projects?
What does the Comp. Plan say regarding the proposed development?

I think, with President O'Day's approval, all Council should see your response.

Thank You

Kelly

From: Michael Duval <sorensonlk@yahoo.com>
Sent: Sunday, March 30, 2025 11:41 AM
To: Kelly Bevans <kbevans@ci.brainerd.mn.us>
Cc: Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: Public Comment: Request for Denial of CUP for NW 3rd St

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

Kelly,

I am writing you to request that you vote against a proposed conditional use permit for a boarding house on NW 3rd St. This application was approved by a 3:2 vote at the March Planning Commission meeting.

Attached are comments and findings of fact in support of a denial of the application for the following reasons:

- The proposed boarding house and adjoining apartment unit do not meet the density standard for TN2 district;
- The applicant has not demonstrated that they can timely complete their development projects as demonstrated by the adjacent development permitted under a prior CUP resulting in ongoing undesirable impacts to neighboring properties; and
- The proposed development does not conform to guidance in the Comprehensive Plan.

Please feel free to contact me if you have questions.

Thank you.

Michael Duval
468 Tyrol Dr
Brainerd

****

When life gives you lemons, make a shandy

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Consider Conditional Use Permit for Vehicle, Trailer, and Equipment Sales - 1801 Mill Ave.

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:
Mike Higgins has submitted a request on behalf of Brainerd Land LLC, 1801 Mill Ave. for a Conditional Use Permit to lease space to a third-party dealer for auto, trailer, and equipment sales.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
The Planning Commission held a public hearing at their meeting on March 19th. The motion coming out of the meeting was as follows:
Moved and seconded by Commissioners Erickson and Petersen to recommend approval of the Conditional Use Permit to allow for outdoor sales of trailers and equipment at 1801 Mill Ave., Brainerd as presented and further directing staff to remove the screening requirements in the Zoning Code for outside sales areas.
Members Petersen, Erickson, Grecula, and Gorham voted "aye". Member Higgins reclused himself from voting on this topic.

RECOMMENDED ACTION/MOTION:

1. Recommend approval of the Conditional Use Permit request for 1801 Mill Ave as presented
2. Direct staff to remove the screening requirements in the Zoning Code for outside sales areas

FINANCIAL IMPACT: N/A

MEMO

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 19th, 2025

RE: Consider Conditional Use Permit for Auto, Trailer, and Equipment Sales at BIC - 1801 Mill Ave

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INTRODUCTION

Mike Higgins on behalf of Brainerd Land LLC, 1801 Mill Ave., has applied for a Conditional Use Permit (CUP) to lease space to a third-party dealer for auto, trailer, and equipment sales.

Parcel Number: 41180629

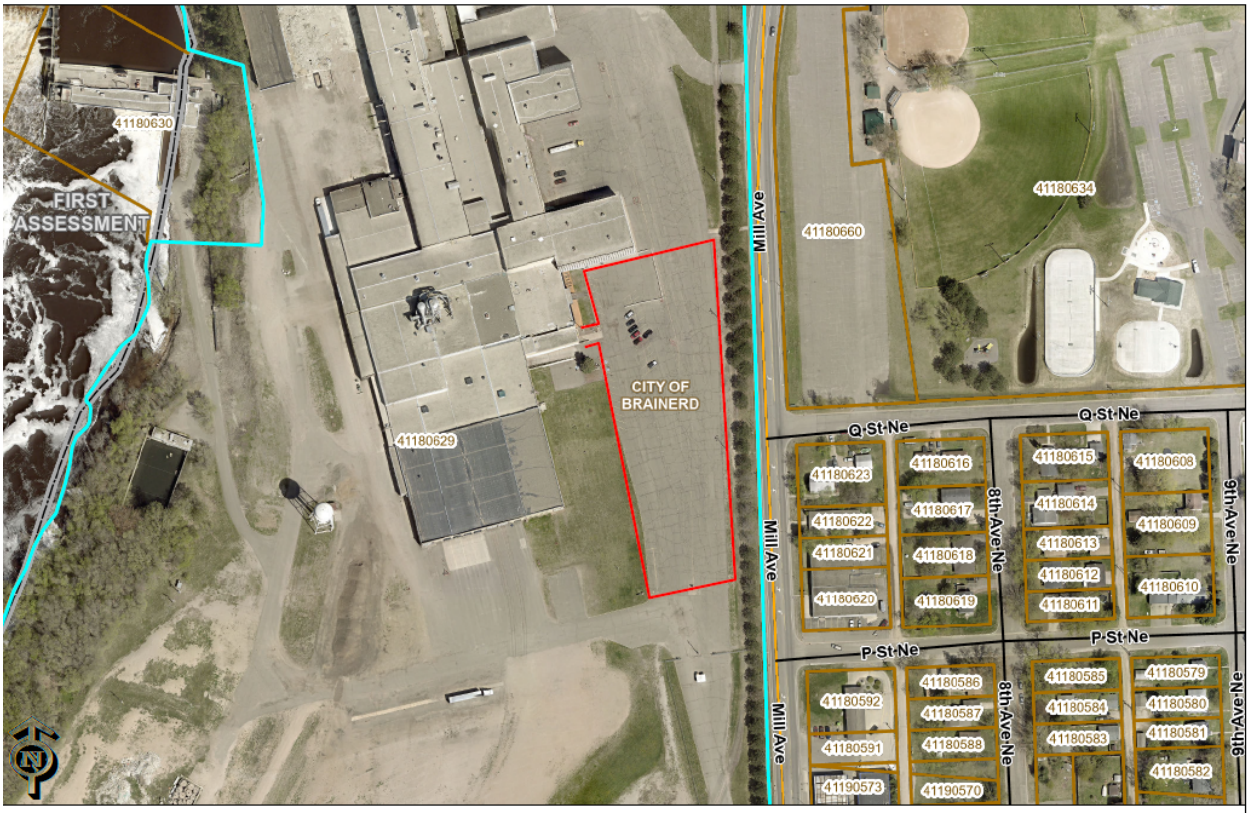
Zoning District: General Industrial (GI) District

Property Area: 75.48 Acres
Sales Area: 94,700 SQFT
Building Area: 220,000 SQFT (After Proposed Demo)

Adjacent Uses:
North: Rice Lake
East: Memorial Park & Residential Housing
South: Vacant Industrial
West: Mississippi River

Adjacent Zoning:
North: Rice Lake
East: Park (P) District & Traditional Neighborhood 2 (TN-2) District
South: Traditional Neighborhood 1 (TN-1) District
West: Mississippi River

AERIAL MAP



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but

Proposed Location in RED

FINDINGS OF FACT

1. The property at 1801 Mill Ave, MN 56401 is in a General Industrial (GI) zoning district. Zoning Ordinance 515-3 Allowed Uses. Appendix A: Table of Uses allows for auto & trailer dealerships and outdoor equipment service, sales, and rentals with an approved conditional use permit.
2. According to Section 515-3-29 Outdoor Service, Sales and Rental. Any outdoor services, sales, and equipment rental must comply with the following minimum standards:
    A. Outside services, sales and equipment rental connected with the principal use is limited to fifty (50) percent of the gross floor area of the principal use.
        i. The approximate sales area is 97,000 SQFT.
        ii. The principal building after the proposed demolition of a portion of the primary structure is 220,000 SQFT.
        iii. The outside sales area is approximately 44% of the gross floor area of the principal use, which is within the requirements of this Section.

B. Outside sales areas are fenced and screened from view of neighboring properties and any public rights-of-way.
   i. *The proposed sales area is completely fenced with a row of mature red pine trees along the fence line.*
   ii. *The trees do not provide screening from view of neighboring properties and public rights-of-way.*
   iii. *The property has historically been a heavily utilized manufacturing, warehousing, and distribution facility that has not been screened to the public.*
C. All lighting shall be hooded and downcast so that the light source shall not be visible from the public right-of-way or neighboring properties.
   i. *The applicant has not proposed additional lighting. All new lighting must adhere to Section 515-4-8 Outdoor Lighting.*
D. Any dedicated sales area shall be hard surfaced to control dust and drainage.
   i. *The proposed location will be on a paved surface.*

3. According to Section 515-3-6 Auto Dealership. Any Auto Dealership must comply with the following minimum standards:
   A. Outdoor sales area shall be set at least five (5) feet back from all property lines, and at least 15 feet back from any Street surface.
      i. *The proposed sales area is set back approximately 57 ft from the property line and right-of-way line.*
   B. Outdoor sales shall be physically defined on the site by surfacing, curbing, landscaping, or a fence barrier.
      i. *The sales area is paved, fenced, and is lined with red pine trees.*
   C. The boulevard portion of the street right-of-way shall not be used for parking, or storage or display of sale items.
      i. *The boulevard portion of the street right-of-way will not be used.*
   D. Outside sales areas must be fenced or screened from view of neighboring residential uses or abutting Residential Zoning Districts.
      i. *The sales area is fenced from view of neighboring residential uses or abutting Residential Zoning Districts but is not screened.*
   E. All lighting shall be hooded and downcast so that the light source is not visible from the public right-of-way or from an abutting residence.
      i. *The applicant has not proposed additional lighting. All new lighting must adhere to Section 515-4-8 Outdoor Lighting.*
   F. All display/sales/storage areas must be paved and must comply with any requirements of the City Engineer.
      i. *The City Engineer has no concerns with the proposed use.*
      ii. *Crow Wing County stated that they would not permit an additional entrance to the facility.*
      iii. *The applicant has not proposed an additional curb cut.*
   G. Required parking shall be segregated from the sales display. The area used for sales shall not take up any required parking space.

i. *According to Section 515-4-12 Off-Street Parking, the GI District has no off-street parking requirements.*
ii. *The property has multiple areas for off-street parking.*
iii. *It has been confirmed that the third-party equipment sales company will consist of two (2) employees.*

4. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
   A. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
      i. *Zoning Ordinance 515-3 Allowed Uses. Appendix A: Table of Uses allows for auto & trailer dealerships and outdoor equipment service, sales, and rentals with an approved conditional use permit in the GI District.*
   B. The proposed use meets the regulations and standards established in this Ordinance.
      i. *The proposed use meets all requirements established in this Ordinance with the exception to the screening requirement for Section 515-3-29 Outdoor Service, Sales and Rental.*
      ii. *Staff are seeking direction from the Planning Commission and City Council to change the Ordinance as sales areas should not be required to screen. Screening should be reviewed on a case-by-case basis through the conditional use permit process.*
   C. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
      i. *The Building Official and Fire Marshal have reviewed the site plan and have no issues.*
   D. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
      i. *This use will be located on an existing industrial property and will be consistent with its surroundings.*
   E. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
      i. *The applicant proposes no changes to the parcel other than the sales area.*
   F. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
      i. *The proposed use will not significantly increase vehicle traffic on Mill Ave. This property is zoned General Industrial and can accommodate off-street loading and parking.*
   G. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

i. Economic Development Goal 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.
    1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exist.*

5. **Section 515-2.B.7 Conditions**. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:
    A. Increasing the required lot size or yard setback dimension.
    B. Limiting the height, size, or location of buildings.
    C. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
    D. Regulating the street width.
    E. Increasing the number of required off-street parking spaces.
    F. Limiting the number, size, location, or lighting of signs.
    G. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
    H. Requiring dedication of some open or green space.
    I. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, Crow Wing County has contacted the Community Development Department for more information on the Conditional Use Permit application.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Conditional Use Permits for 1811 Mill Ave.

Staff also recommend that screening requirements in the Zoning Code should be removed from outside sales areas.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2307
www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☐ ($350.00)	☒ ($500.00 + $500.00 escrow deposit)
REZONING	☐ ($350.00)	☐ ($500.00)
VARIANCE	☐ ($350.00)	☐ ($500.00 + $500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ ($250.00)	☐ ($400.00)

PROPERTY ADDRESS: 1801 Mill Ave. Brainerd, MN 56401

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy) Parcel ID# 41180629

Property Owner Name: Brainerd Land LLC
Street Address: 1801 Mill Ave. **City:** Brainerd **State:** MN **Zip Code** 56401
Phone Number: 218-454-3960 **Fax:** _____ **E-mail:** mikeh@brainerdindustrialcenter.com
Applicant Name: (If different than Property Owner) T.B.D.
Street Address: _____ **City:** _____ **State:** ____ **Zip Code:** _____
Phone Number: _____ **Fax:** _____ **E-mail:** _____

Description of Request: I would like to lease space to Equipment or car + trailer dealerships @ the 1801 Mill AVE Property

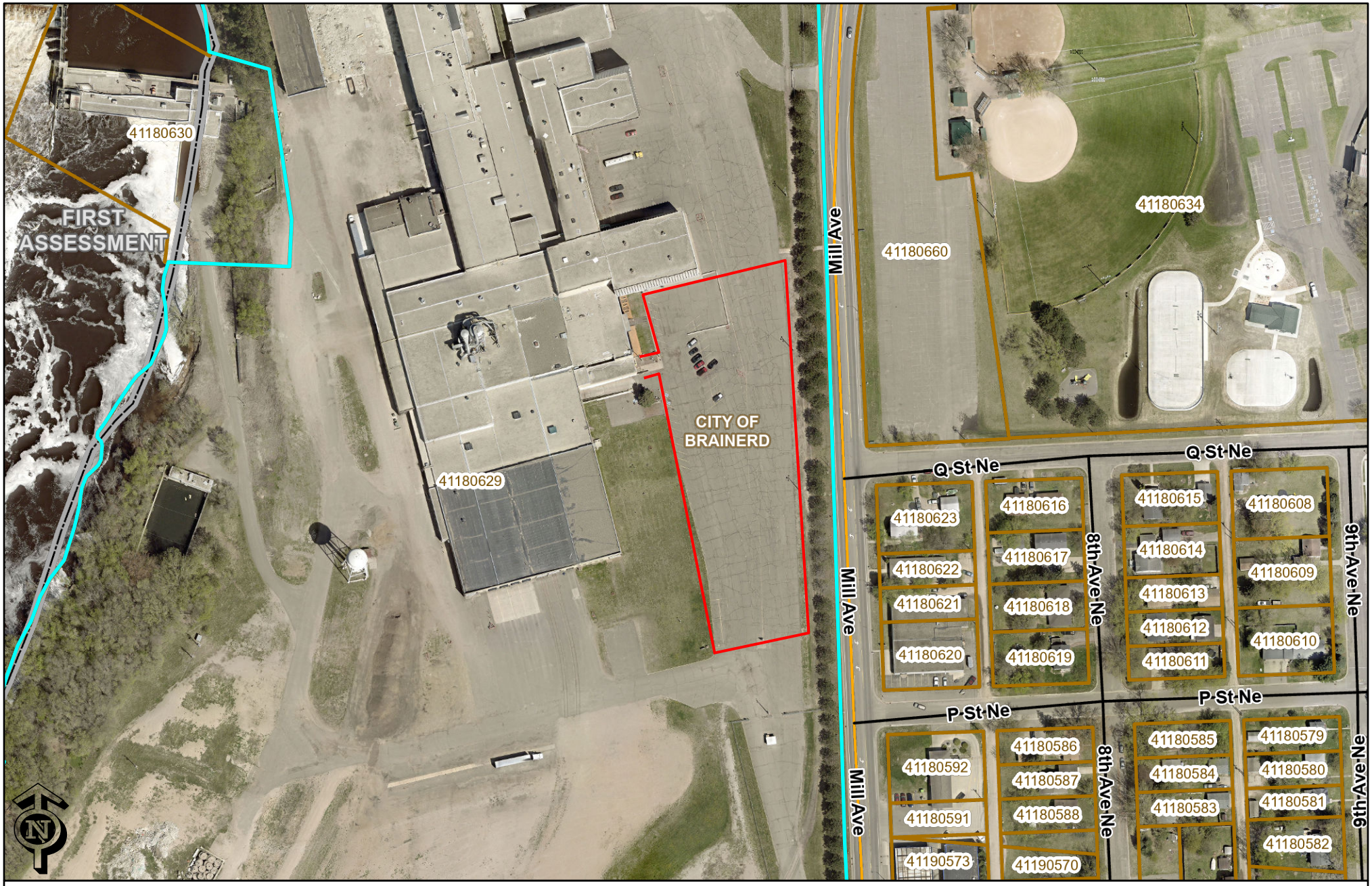
Property Owner Signature — 2/18/25 **Date**

Michael P Higgins
(Please print name)

Applicant Signature — **Date**

(Please print name)

(OVER)



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Proposed Location in RED

Date: 2/20/2025 Time: 11:35 AM

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Mike Higgins on behalf of Brainerd Land, LLC, 1801 Mill Ave, Brainerd has submitted a request for a Conditional Use Permit to lease space to a third-party dealer for equipment, trailer, and auto dealership. The property included in this application is described as:

BRAINERD INDUSTRIAL PARK
Parcel #: 41180629
Section 18, Township 045, Range 030

The property is zoned GI (General Industrial) District, and Zoning Ordinance Section 513-3 Appendix A Table of Uses allows for auto dealerships and outdoor service, sales and rental as a conditional use in the GI District. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, March 19th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 5th day of March, 2025

James L. Kramvik
Community Development Director

Publication Date: March 8, 2025

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Adopt Resolution - Approve Plans and Authorize Bidding - 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): 2 Minutes

SUMMARY OF ISSUE: Attached to this request is a resolution that approves the plans and specifications and authorizes advertisement for bids for Improvement 21-13 - Beech/Oakridge Reconstruction Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 21-13 is the Beech/Oakridge Reconstruction Project which includes reconstruction of Beech Street and Oakridge Road in Southeast Brainerd. 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 $2,782,629.52.

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 for Improvement 21-13.

FINANCIAL IMPACT: N/A

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

RESOLUTION APPROVING PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR BIDS
IMPROVEMENT 21-13 – BEECH/OAKRIDGE RECONSTRUCTION PROJECT

WHEREAS, pursuant to a resolution passed by the City Council on February 18th, 2025, the City Engineer has prepared plans and specifications for Improvement 21-13 – Beech/Oakridge Reconstruction Project, the improvements on:

Beech Street – Oakridge Road to Oak Street
Oakridge Road – Beech Street to 28th Street SE

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

1. Such plans and specifications, a copy of which is on file at the offices of the City Administrator and the City Engineer, are hereby approved.

2. 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.

Adopted this 7th day of April 2025

_____
MIKE O'DAY
President of the Council

Adopted this 8th day of April 2025

_____
DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Line	Item	Project Quantity	Estimated Price	Estimated amount
1	2021.501/00010 (LS) MOBILIZATION	1	$150,000.00	$150,000.00
2	2101.502 (EACH) CLEARING	13	$1,000.00	$13,000.00
3	2101.502 (EACH) GRUBBING	14	$150.00	$2,100.00
4	2101.505/00020 (ACRE) CLEARING	0.17	$5,000.00	$850.00
5	2101.505/00030 (ACRE) GRUBBING	0.17	$2,500.00	$425.00
6	2104.502/00130 (EACH) REMOVE PIPE APRON	1	$150.00	$150.00
7	2104.502/02490 (EACH) SALVAGE PIPE APRON	2	$250.00	$500.00
8	2104.502/0001111 (EACH) REMOVE SHRUB	8	$100.00	$800.00
9	2104.502/00770 (EACH) REMOVE MANHOLE OR CATCH BASIN	16	$300.00	$4,800.00
10	2104.502/00820 (EACH) REMOVE CASTING	9	$80.00	$720.00
11	2104.502/00850 (EACH) REMOVE GATE VALVE & BOX	7	$250.00	$1,750.00
12	2104.502 (EACH) REMOVE WATER SERVICE	43	$200.00	$8,600.00
13	2104.502/00880 (EACH) REMOVE HYDRANT	4	$275.00	$1,100.00
14	2104.502 (EACH) REMOVE WATER MANHOLE	2	$500.00	$1,000.00
15	2104.502/02380 (EACH) SALVAGE BOULDER	11	$30.00	$330.00
16	2104.503/01380 (L F) SALVAGE CONCRETE PIPE CULVERT	40	$20.00	$800.00
17	2104.503/01610 (L F) SALVAGE LANDSCAPE EDGER	88	$3.50	$308.00
18	2104.503/00195 (L F) SAWING CONCRETE PAVEMENT (FULL DEPTH)	209	$5.00	$1,045.00
19	2104.503/00210 (L F) SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	674	$2.50	$1,685.00
20	2104.503/00270 (L F) REMOVE WATER MAIN	3278	$2.00	$6,556.00
21	2104.503/00290 (L F) REMOVE SEWER PIPE (SANITARY)	50	$2.00	$100.00
22	2104.503/00285 (L F) REMOVE SEWER PIPE (STORM)	2,526	$12.50	$31,575.00
23	2104.503/00315 (L F) REMOVE CURB & GUTTER	5432	$3.50	$19,012.00
24	2104.504/00080 (S Y) REMOVE CONCRETE DRIVEWAY PAVEMENT	315	$5.00	$1,575.00
25	2104.504/00110 (S Y) REMOVE BITUMINOUS DRIVEWAY PAVEMENT	756	$3.50	$2,646.00
26	2104.504/00120 (S Y) REMOVE BITUMINOUS PAVEMENT	14340	$3.00	$43,020.00
27	2104.518/00329 (S F) REMOVE LANDSCAPE MULCH	265	$1.50	$397.50
28	2104.518/00330 (S F) REMOVE LANDSCAPE ROCK	31	$1.50	$46.50
29	2104.518/00130 (S F) REMOVE CONCRETE SIDEWALK	293	$1.50	$439.50
30	2105.504/00035 (S Y) GEOTEXTILE FABRIC TYPE 5	33	$7.50	$247.50
31	2108.504/00040 (S Y) GEOTEXTILE FABRIC TYPE 10	1328	$4.00	$5,312.00
32	2105.607/00190 (C Y) SELECT GRANULAR BORROW (LV)	1211	$25.00	$30,275.00
33	2105.607 (C Y) COMMON EXCAVATION	2486	$12.50	$31,075.00
34	2105.607 (C Y) STABILIZING AGGREGATE	425	$6.50	$2,762.50
35	2130.523/00010 (MGAL) WATER	87	$75.00	$6,525.00
36	2211.509/00070 (TON) AGGREGATE BASE CLASS 5	3806	$24.00	$91,344.00
37	2360.509 (TON) TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	2,812	$85.00	$239,020.00
38	2411.502/00030 (EACH) CONCRETE FLUME	2	$500.00	$1,000.00
39	2451.507/00260 (C Y) COARSE AGGREGATE BEDDING (LV)	910	$75.00	$68,250.00
40	2501.502/05012 (EACH) 12" RC PIPE APRON	1	$1,250.00	$1,250.00
41	2503.503 (L F) 12" RC PIPE SEWER DESIGN 3006 CLASS III	837	$60.00	$50,220.00
42	2503.503 (L F) 15" RC PIPE SEWER DESIGN 3006 CLASS III	400	$70.00	$28,000.00
43	2503.503 (L F) 18" RC PIPE SEWER DESIGN 3006 CLASS III	402	$75.00	$30,150.00
44	2503.503 (L F) 21" RC PIPE SEWER DESIGN 3006 CLASS III	404	$85.00	$34,340.00
45	2503.503 (L F) 24" RC PIPE SEWER DESIGN 3006 CLASS III	322	$100.00	$32,200.00
46	2503.603/21008 (L F) 8" PVC PIPE SEWER	95	$45.00	$4,275.00
47	2105.601/00015 (LS) DEWATERING	1	$20,000.00	$20,000.00
48	2503.602 (EACH) 8" PVC PIPE CAP (SANITARY)	1	$50.00	$50.00
49	2503.602/00300 (EACH) CONNECT TO EXISTING SANITARY SEWER	2	$3,000.00	$6,000.00
50	2503.604/00004 (S Y) 4" INSULATION	156	$70.00	$10,920.00
51	2504.601/00040 (LS) TEMPORARY WATER SERVICE	1	$65,000.00	$65,000.00
52	2504.602 (EACH) WATER SERVICE TAP AND HOOKUP (1")	44	$1,300.00	$57,200.00
53	2504.602 (EACH) WATER SERVICE TAP & HOOKUP SPECIAL	5	$1,500.00	$7,500.00
54	2504.602/00010 (EACH) CONNECT TO EXISTING WATER MAIN	5	$1,800.00	$9,000.00
55	2504.602/00020 (EACH) HYDRANT	7	$8,500.00	$59,500.00
56	2504.602/00035 (EACH) ADJUST VALVE BOX-WATER	1	$500.00	$500.00
57	2504.602 (EACH) 6" GATE VALVE AND BOX	10	$3,000.00	$30,000.00
58	2504.602 (EACH) 8" GATE VALVE AND BOX	10	$4,000.00	$40,000.00
59	2504.602/00816 (EACH) 16" GATE VALVE & BOX	4	$7,000.00	$28,000.00
60	2504.603/00810 (L F) 1" TYPE PE PIPE	1467	$45.00	$66,015.00
61	2504.603/02006 (L F) 6" PVC WATERMAIN	246	$60.00	$14,760.00
62	2504.603/02008 (L F) 8" PVC WATERMAIN	3000	$70.00	$210,000.00

63	2504.603/02016 (L F) 16" PVC WATERMAIN	467	$110.00	$51,370.00
64	2504.608/00020 (LB) DUCTILE IRON FITTINGS	4986	$15.00	$74,790.00
65	2506.502/06000 (EACH) CASTING ASSEMBLY	29	$1,300.00	$37,700.00
66	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN G OR H	7	$3,500.00	$24,500.00
67	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	6	$3,600.00	$21,600.00
68	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	3	$6,500.00	$19,500.00
69	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	1	$10,000.00	$10,000.00
70	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	1	$15,000.00	$15,000.00
71	2506.502 (EACH) CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	1	$7,500.00	$7,500.00
72	2506.602/06210 (EACH) CONNECT INTO EXISTING STORM SEWER	2	$800.00	$1,600.00
73	2506.602/06470 (EACH) CONCRETE COLLAR	2	$750.00	$1,500.00
74	2506.602/06420 (EACH) SEAL DRAINAGE STRUCTURE	9	$250.00	$2,250.00
75	2511.504/00017 (S Y) GEOTEXTILE FILTER TYPE 7	28	$10.00	$280.00
76	2511.507/00014 (C Y) RANDOM RIPRAP CLASS III	5	$150.00	$750.00
77	2511.602/00101 (EACH) PLACE BOULDER	11	$175.00	$1,925.00
78	2521.518/00040 (S F) 4" CONCRETE WALK	13352	$10.00	$133,520.00
79	2521.518/00060 (S F) 6" CONCRETE WALK	723	$12.50	$9,037.50
80	2531.503/02315 (L F) CONCRETE CURB & GUTTER DESIGN B618	1335	$22.50	$30,037.50
81	2531.503/02320 (L F) CONCRETE CURB & GUTTER DESIGN B624	5527	$25.00	$138,175.00
82	2531.504/00070 (S Y) 7" CONCRETE DRIVEWAY PAVEMENT	850	$85.00	$72,250.00
83	2531.604/00208 (S Y) 8" CONCRETE VALLEY GUTTER	16	$175.00	$2,800.00
84	2531.618/00010 (S F) TRUNCATED DOMES	96	$65.00	$6,240.00
85	2540.602 (EACH) SALVAGE & REINSTALL MAILBOX	49	$200.00	$9,800.00
86	2540.602 (EACH) TEMPORARY MAILBOX SUPPORT	53	$40.00	$2,120.00
87	2540.603/00330 (L F) LANDSCAPE EDGER	88	$7.50	$660.00
88	2563.601/00010 (LS) TRAFFIC CONTROL	1	$40,000.00	$40,000.00
89	2563.602/00002 (EACH) RAISED PAVEMENT MARKER TEMPORARY	152	$2.00	$304.00
90	2571.502 (EACH) DECIDUOUS TREE 2" CAL B&B	6	$1,750.00	$10,500.00
91	2571.502/05080 (EACH) CONIFEROUS TREE 8' HT B&B	2	$1,750.00	$3,500.00
92	2571.502/40040 (EACH) DECIDUOUS SHRUB 4' HT B&B	8	$200.00	$1,600.00
93	2572.602/00015 (EACH) TREE PRUNING	2	$500.00	$1,000.00
94	2573.501/00025 (LS) STABILIZED CONSTRUCTION EXIT	1	$17,500.00	$17,500.00
95	2573.501/00030 (LS) EROSION CONTROL SUPERVISOR	1	$2,000.00	$2,000.00
96	2573.502/00110 (EACH) STORM DRAIN INLET PROTECTION	36	$175.00	$6,300.00
97	2573.503/00023 (L F) SILT FENCE, TYPE MS	1172	$2.25	$2,637.00
98	2573.503/00060 (L F) SEDIMENT CONTROL LOG TYPE STRAW	1043	$5.50	$5,736.50
99	2574.507 (C Y) COMMON TOPSOIL BORROW (CV)	1,707	$40.00	$68,280.00
100	2575.501/00020 (LS) TURF ESTABLISHMENT	1	$50,000.00	$50,000.00
101	2575.523/00020 (MGAL) RAPID STABILIZATION METHOD 3	12	$60.00	$720.00
102	2575.604/00170 (S Y) MULCH MATERIAL TYPE SPECIAL	30	$12.50	$375.00
103	2575.607/00120 (C Y) LANDSCAPE ROCK	1	$200.00	$200.00
104	2582.503/30204 (L F) 4" BROKEN LINE MULTI COMP	640	$1.25	$800.00
105	2582.503/30404 (L F) 4" DBLE SOLID LINE MULTI COMP	50	$2.50	$125.00
			Total =	$2,462,504.00
			5% Contingency =	$123,125.20
			Engineering =	$197,000.32
			Total Estimate =	**$2,782,629.52**

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY OF BRAINERD

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, BITUMINOUS SURFACING, STORM SEWER, WATER MAIN AND CONCRETE CURB & GUTTER

S.A.P. 108-125-004 LOCATED ON BEECH STREET (MSAS 125) **BETWEEN** OAKRIDGE ROAD **AND** OAK STREET

LOCATED ON OAK RIDGE ROAD **BETWEEN** BEECH STREET **AND** 28TH STREET SE.

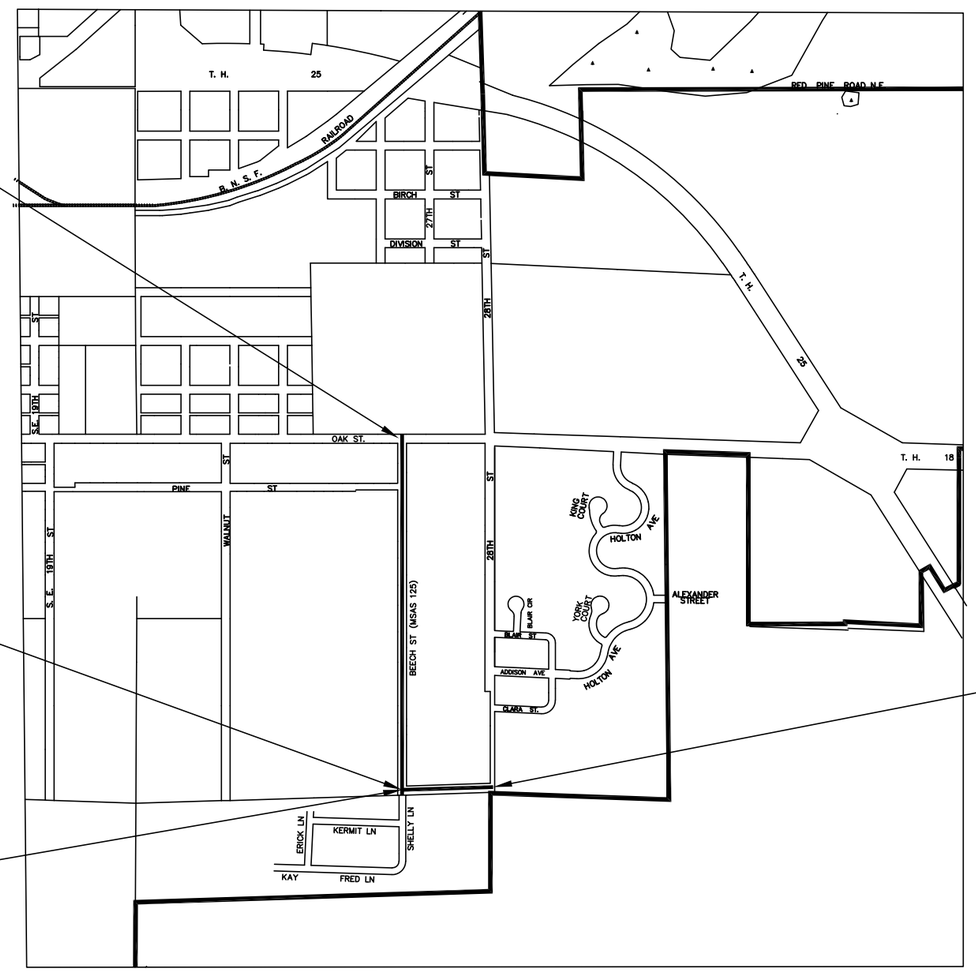
S.A.P. 108-125-004			IMP 21-14		
GROSS LENGTH	2707.25 FEET	0.513 MILES	GROSS LENGTH	650.470 FEET	0.123 MILES
BRIDGES - LENGTH	FEET	MILES	BRIDGES - LENGTH	FEET	MILES
EXCEPTIONS - LENGTH	FEET	MILES	EXCEPTIONS - LENGTH	FEET	MILES
NET LENGTH	2707.250 FEET	0.513 MILES	NET LENGTH	650.470 FEET	0.123 MILES

END S.A.P. 108-125-004
STATION 57+07.25

BEGIN S.A.P. 108-125-004
STATION 30+00.00

BEGIN IMP. 21-14
STATION 10+00.00

END IMP. 21-14
STATION 16+50.47



NO SCALE

SEC. 36, T. 45 N. - R. 31 W.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST MMUTCD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES.

GOVERNING SPECIFICATIONS

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

INDEX

SHEET NO. 1 TITLE SHEET
SHEET NO. 2-3 ESTIMATED QUANTITIES
SHEET NO. 4-5 TYPICAL SECTIONS
SHEET NO. 6-11 PEDESTRIAN CURB RAMP DETAILS
SHEET NO. 12-15 DRIVEWAY AND SIDEWALK DETAILS
SHEET NO. 16-18 STANDARD DETAILS
SHEET NO. 19-20 TEMPORARY SEDIMENT CONTROL DETAILS
SHEET NO. 21-23 SWPPP
SHEET NO. 24-28 EROSION CONTROL
SHEET NO. 29-30 TRAFFIC CONTROL
SHEET NO. 31-35 PLAN & REMOVAL
SHEET NO. 36-40 PLAN AND PROFILE
SHEET NO. 41-45 WATERMAIN
SHEET NO. 46-48 STORM SEWER
SHEET NO. 49-50 STORM SEWER SCHEDULE
SHEET NO. 51-54 PAVEMENT MARKINGS AND STRIPING
SHEET NO. 1X-18X SECTIONS BEECH STREET
SHEET NO. 1X-4X SECTIONS OAK RIDGE ROAD

THIS PLAN CONTAINS 54 SHEETS.

DESIGN DESIGNATION

BEECH ST. (MSAS 125)

R-VALUE 70 ASSUMED SIGMA N-18 6600

ADT (CURRENT YEAR) 2025 = 570

ADT (FUTURE YEAR) 2045 = 627

PROJECTED HCADT 2045 =

SOIL FACTOR ---------- 10 TON DESIGN

FUNCTIONAL CLASSIFICATION LOCAL

NO. OF TRAFFIC LANES NO. OF PARKING LANES

DESIGN SPEED 30 MPH

BASED ON STOPPING SIGHT DISTANCE:

HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 2.0'

DESIGN SPEED NOT ACHIEVED AT: ----------

TOTAL G.E. REQUIRED = 10.0'
1.5" 2360 WEARING COURSE = 3.4'
2.0" 2360 WEARING COURSE = 4.5'
6" 2211 CLASS 5 AGGREGATE BASE = 6.0'
TOTAL G.E. ACHIEVED = 13.9'

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

LIC. NO. 57747 DATE 03/01/25

APPROVED: Jesse Dehn, P.E. CITY ENGINEER

DATE

REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY:
DISTRICT STATE AID ENGINEER

DATE

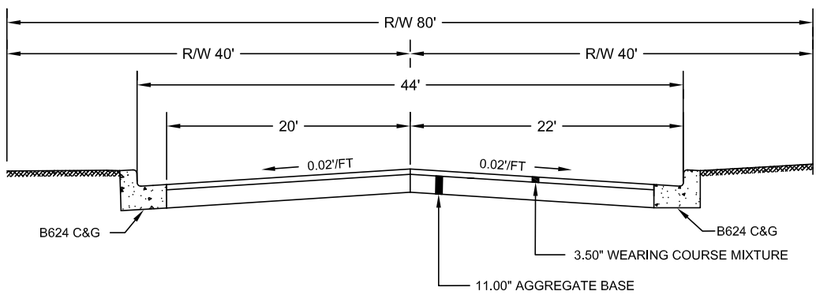
APPROVED FOR STATE AID FUNDING:
STATE AID ENGINEER

STATE AID PROJECT NO. SAP 108-125-004

CITY IMPROVEMENT NO. 21-13,21-14 **SHEET NO.** 01 **OF** 54 **SHEETS**

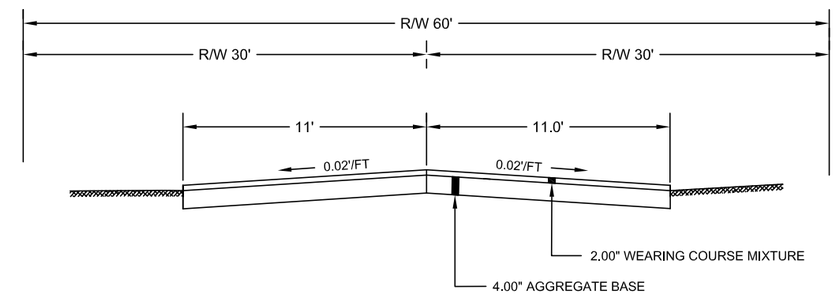
EXISTING TYPICAL SECTION

BEECH ST. OAK RIDGE RD. TO OAK ST.
S.A.P. 108-125-004/CITY IMP. NO. 21-13
STA. 30+00 TO 57+07.25



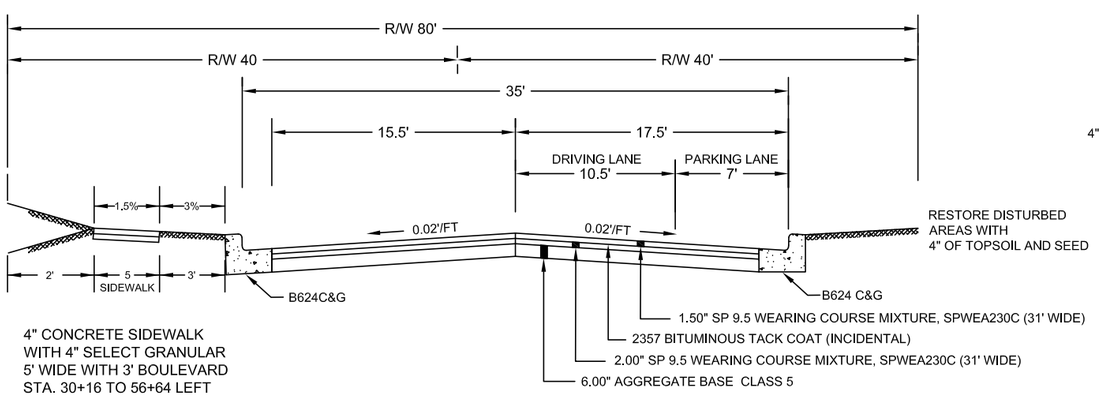
EXISTING TYPICAL SECTION

OAK RIDGE RD. BEECH ST. TO 28TH ST. SE.
CITY IMP. NO. 21-14
STA. 10+00 TO 16+50.47



PROPOSED TYPICAL SECTION

BEECH ST. OAK RIDGE RD. TO OAK ST.
S.A.P. 108-125-004/CITY IMP. NO. 21-13
STA. 30+00 TO 57+07.25

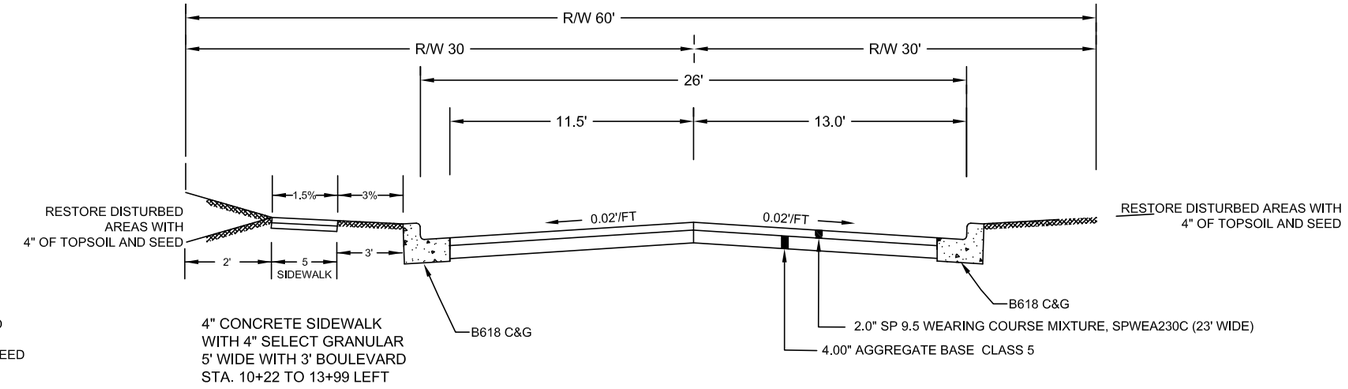


4" CONCRETE SIDEWALK
WITH 4" SELECT GRANULAR
5' WIDE WITH 3' BOULEVARD
STA. 30+16 TO 56+64 LEFT

CONCRETE SIDEWALK SECTION: MAINLINE 4" CONCRETE, PEDESTRIAN
RAMPS 6" CONCRETE BOTH WITH 4" SELECT GRANULAR BORROW

PROPOSED TYPICAL SECTION

OAK RIDGE RD. BEECH ST. TO 28TH ST. S.E.
CITY IMP. NO. 21-14
STA. 10+00 TO 16+50.47



4" CONCRETE SIDEWALK
WITH 4" SELECT GRANULAR
5' WIDE WITH 3' BOULEVARD
STA. 10+22 TO 13+99 LEFT

CONCRETE SIDEWALK SECTION: MAINLINE 4" CONCRETE, PEDESTRIAN
RAMPS 6" CONCRETE BOTH WITH 4" SELECT GRANULAR BORROW

REV. #	DATE	REVISION

BRAINERD

CITY OF BRAINERD
ENGINEERING DEPARTMENT
501 LAUREL STREET
BRAINERD, MN 56401

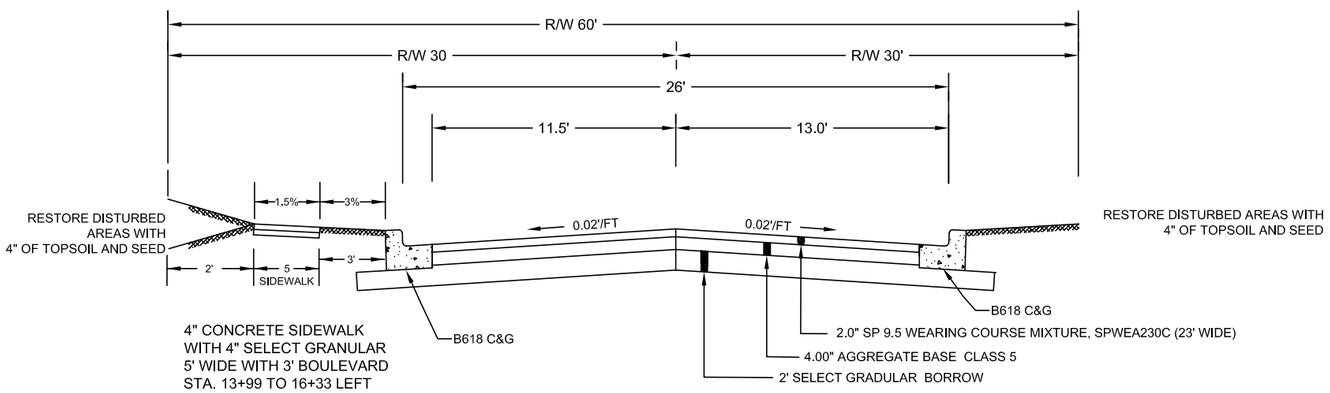
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota.

Date 03/01/25
JESSIE DEHN, P.E. License No. 57747

BEECH ST. & OAK RIDGE RD. RECONSTRUCTION
S.A.P. 108-125-004 AND IMP. 21-14
TYPICAL SECTIONS
SHEET 04 OF 54

PROPOSED TYPICAL SECTION

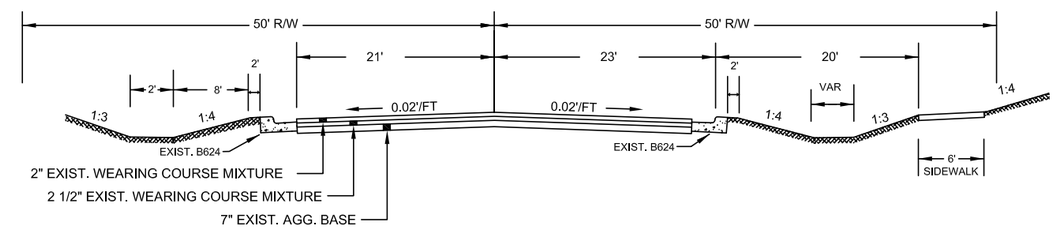
OAK RIDGE RD. BEECH ST. TO 28TH ST. S.E.
CITY IMP. NO. 21-14
STA. 13+99 TO 16+50.47



CONCRETE SIDEWALK SECTION: MAINLINE 4" CONCRETE, PEDESTRIAN RAMPS 6" CONCRETE BOTH WITH 4" SELECT GRANULAR BORROW

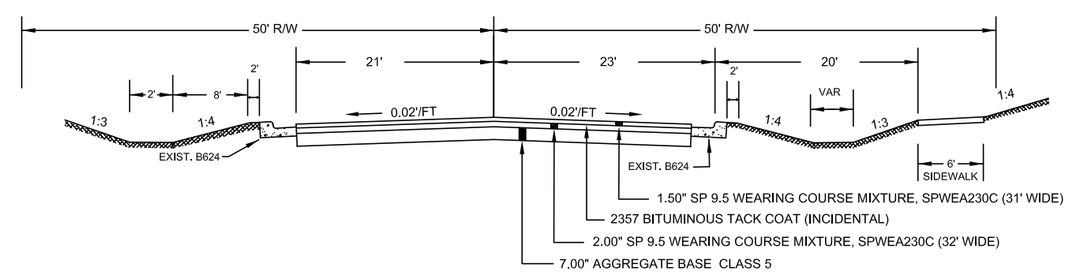
EXISTING TYPICAL SECTION

OAK ST.
S.A.P. 108-125-004/CITY IMP. NO. 21-13
STA 57+07.25



PROPOSED TYPICAL SECTION

OAK ST.
S.A.P. 108-125-004/CITY IMP. NO. 21-13
STA 57+07.25



REV. #	DATE	REVISION

BRAINERD

CITY OF BRAINERD
ENGINEERING DEPARTMENT
501 LAUREL STREET
BRAINERD, MN 56401

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.

Jessie Dehn
JESSIE DEHN, P.E.
Date 03/01/25
License No. 57747

BEECH ST. & OAK RIDGE RD. RECONSTRUCTION
S.A.P. 108-125-004 AND IMP. 21-14
TYPICAL SECTIONS
SHEET 05 OF 64

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Adopt Resolution - Accept Bids and Award Contract - Improvement 23-16 - South Brainerd Resurfacing Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Bids for the project were opened on Thursday, March 20th at 10 a.m. Attached to this request are the bid results and a resolution accepting those results for Improvement 23-16 - South Brainerd Resurfacing Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 23-16 is a resurfacing project in South Brainerd on Graydon Avenue, Crestview Lane, Woodcrest Road, Belle Rae Circle, Pineview Drive, Norway Court, Carol Lane, Ridge Drive, Ridge Court, and Aspen Court.

In total, 2 bids were received. The Bid Review and Recommendation Letter from Bolton & Menk along with a Breakdown are attached. The Engineer's Estimate for the project was $674,864.40. The low bidder is Knife River Corporation - North Central with a total bid of $610,948.00. The bid represents a cost that is $63,916.40 under engineer's estimate (9.5% under engineer's estimate). In reviewing the bids, it appears that the bids received were responsive and responsible.

RECOMMENDED ACTION/MOTION: Staff recommends adoption of the attached resolution in which accepts the bids and awards the contract to Knife River Corporation - North Central in the total contract amount of $610,948.00 and authorize proper signatures on the agreement documents.

FINANCIAL IMPACT: $610,948.00

BOLTON & MENK
Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

March 24, 2025

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

RE: Bid Review and Award Recommendation
2025 South Brainerd Resurfacing Project
BMI Project No.: 24X135884000

Dear Mayor and Council:

Pursuant to authority of the City Council, bids for the above referenced project were opened and read aloud at Brainerd City Hall at 10:00 A.M. on Thursday March 20, 2025. Two bids were received:

Contractor	Bid Total
Knife River Corporation – North Central	$610,948.00
Anderson Brothers Company	$646,632.00
Engineer's Estimate	$674,864.40

The apparent low bidder is Knife River Corporation – North Central of Sauk Rapids, MN with a bid of $610,948.00. No mathematical errors were found in the bids received. The apparent low bid is approximately 9.5% lower than the engineer's estimate. Attached please find the Bid Tabulation listing the total amount of the bids received and the Bid Abstract listing and verifying a breakdown of the unit prices submitted with each bid.

Bolton & Menk, Inc is familiar with Knife River Corporation – North Central. We recommend a contract be awarded to Knife River Corporation – North Central, the lowest responsive and responsible bidder, in the amount of $610,948.00.

Sincerely,

Bolton & Menk, Inc.

Bryan G. Drown

Bryan G. Drown, PE
Municipal Project Manager

Cc: Jessie Dehn, PE – City Engineer
Attachments: Bid Tabulation
Bid Abstract

H:\BRND\24X135884000\6_Plans-Specs\C_Bids Received\24X135884000 Bid Award Letter.docx

Bolton & Menk is an equal opportunity employer.

Real People. Real Solutions.

BID TABULATION

PROJECT: South Resurfacing Project
CITY OF BRAINERD
BRAINERD, MN

DATE: March 20, 2025
TIME: 10:00 a.m.

PROJECT NO. 24X.135884.000

BIDDERS	TOTAL AMOUNT BID
1. Knife River Corporation – North Central Sauk Rapids, MN	$610,948.00
2. Anderson Brothers Company Brainerd, MN	$646,632.00

Bolton & Menk is an equal opportunity employer.

BID ABSTRACT

2025 SOUTH BRAINERD RESURFACING PROJECT

Owner: City of Brainerd Improvement 23-16

Solicitor: Bolton & Menk, Inc.

03/20/2025 10:00 AM CDT

					Engineer Estimate		KNIFE RIVER CORPORATION - NORTH CENTRAL		Anderson Brothers Company	
Line Item	Item Code	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2021.501	MOBILIZATION	LUMP SUM	1	$35,000.00	$35,000.00	$29,000.00	$29,000.00	$16,000.00	$16,000.00
2	2104.501	REMOVE CURB AND GUTTER	LIN FT	750	$5.00	$3,750.00	$3.45	$2,587.50	$4.00	$3,000.00
3	2104.502	REMOVE HYDRANT	EACH	10	$500.00	$5,000.00	$2,450.00	$24,500.00	$2,700.00	$27,000.00
4	2104.502	REMOVE CASTING	EACH	2	$500.00	$1,000.00	$135.00	$270.00	$55.00	$110.00
5	2104.503	SAWCUT CONCRETE FULL DEPTH	LIN FT	135	$5.00	$675.00	$13.00	$1,755.00	$2.75	$371.25
6	2104.503	REMOVE WATER MAIN	LIN FT	80	$20.00	$1,600.00	$8.00	$640.00	$8.85	$708.00
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	44	$5.00	$220.00	$32.00	$1,408.00	$10.00	$440.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	27258	$3.00	$81,774.00	$2.50	$68,145.00	$2.40	$65,419.20
9	2104.604	SALVAGE LANDSCAPE ROCK	SQ YD	30	$10.00	$300.00	$46.00	$1,380.00	$5.00	$150.00
10	2105.501	COMMON EXCAVATION (P)	CU YD	137.9	$12.00	$1,654.80	$36.00	$4,964.40	$21.50	$2,964.85
11	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	137.9	$35.00	$4,826.50	$58.00	$7,998.20	$35.00	$4,826.50
12	2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)	SQ YD	44	$35.00	$1,540.00	$52.00	$2,288.00	$90.00	$3,960.00
13	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	6778	$2.20	$14,911.60	$2.50	$16,945.00	$2.90	$19,656.20
14	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	680	$5.00	$3,400.00	$2.00	$1,360.00	$2.50	$1,700.00
15	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	4122	$75.00	$309,150.00	$63.00	$259,686.00	$74.00	$305,028.00
16	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	12	$1,000.00	$12,000.00	$1,692.00	$20,304.00	$1,850.00	$22,200.00
17	2504.602	HYDRANT (8.5' BURY)	EACH	2	$9,000.00	$18,000.00	$6,751.00	$13,502.00	$7,500.00	$15,000.00
18	2504.602	HYDRANT (9.0' BURY)	EACH	5	$9,000.00	$45,000.00	$6,956.00	$34,780.00	$7,700.00	$38,500.00
19	2504.602	HYDRANT (9.5' BURY)	EACH	3	$9,000.00	$27,000.00	$7,261.00	$21,783.00	$8,000.00	$24,000.00
20	2504.603	HYDRANT EXTENSION (6")	EACH	3	$500.00	$1,500.00	$1,638.00	$4,914.00	$1,800.00	$5,400.00
21	2504.602	6" GATE VALVE & BOX	EACH	10	$4,000.00	$40,000.00	$2,779.00	$27,790.00	$3,000.00	$30,000.00
22	2504.603	6" PVC WATERMAIN	LIN FT	92	$60.00	$5,520.00	$35.00	$3,220.00	$38.00	$3,496.00
23	2504.603	12" PVC WATERMAIN	LIN FT	6	$150.00	$900.00	$105.55	$633.30	$115.00	$690.00
24	2504.608	WATERMAIN FITTINGS	POUND	110	$20.00	$2,200.00	$15.25	$1,677.50	$17.00	$1,870.00
25	2506.502	CASTING ASSEMBLY (STORM)	EACH	2	$2,500.00	$5,000.00	$1,315.00	$2,630.00	$1,600.00	$3,200.00
26	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	750	$30.00	$22,500.00	$34.00	$25,500.00	$33.00	$24,750.00
27	2531.604	7" CONCRETE VALLEY GUTTER	SQ FT	58.1	$25.00	$1,452.50	$81.00	$4,706.10	$90.00	$5,229.00
28	2540.604	INSTALL LANDSCAPE ROCK	SQ YD	30	$10.00	$300.00	$125.00	$3,750.00	$22.00	$660.00
29	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$2,100.00	$2,100.00
30	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	760	$3.00	$2,280.00	$5.00	$3,800.00	$5.50	$4,180.00
31	2573.502	STORM DRAIN INLET PROTECTION	EACH	23	$150.00	$3,450.00	$195.00	$4,485.00	$125.00	$2,875.00
32	2574.507	COMMON TOPSOIL BORROW	CU YD	56	$35.00	$1,960.00	$36.00	$2,016.00	$33.00	$1,848.00
33	2575.501	TURF ESTABLISHMENT	LUMP SUM	1	$15,000.00	$15,000.00	$6,750.00	$6,750.00	$7,500.00	$7,500.00
34	2582.518	CROSSWALK PAINT	SQ FT	200	$5.00	$1,000.00	$8.40	$1,680.00	$9.00	$1,800.00
				Base Bid Total:		$674,864.40		$610,948.00		$646,632.00

LOW BID BREAKDOWN

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

BOLTON & MENK Real People. Real Solutions.

Date: 3/24/2025

Item No.	MnDOT Spec No.	Item	Estimated Quantity	Unit	Unit Price	City of Brainerd Quantity	City of Brainerd Cost	Brainerd Public Utilities Quantity	Brainerd Public Utilities Cost	Total Amount
1	2021.501	MOBILIZATION	1	LUMP SUM	$29,000.00	0.73	$ 21,170.00	0.27	$ 7,830.00	$29,000.00
2	2104.501	REMOVE CURB AND GUTTER	750	LIN FT	$3.45	413	$ 1,424.85	337	$ 1,162.65	$2,587.50
3	2104.502	REMOVE HYDRANT	10	EACH	$2,450.00		$ -	10	$ 24,500.00	$24,500.00
4	2104.502	REMOVE CASTING	2	EACH	$135.00	2	$ 270.00		$ -	$270.00
5	2104.503	SAWCUT CONCRETE FULL DEPTH	135	LIN FT	$13.00	91	$ 1,183.00	44	$ 572.00	$1,755.00
6	2104.503	REMOVE WATER MAIN	80	LIN FT	$8.00		$ -	80	$ 640.00	$640.00
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	44	SQ YD	$32.00	33	$ 1,056.00	11	$ 352.00	$1,408.00
8	2104.505	REMOVE BITUMINOUS PAVEMENT	27258	SQ YD	$2.50	27047	$ 67,617.50	211	$ 527.50	$68,145.00
9	2104.604	SALVAGE LANDSCAPE ROCK	30	SQ YD	$46.00		$ -	30	$ 1,380.00	$1,380.00
10	2105.501	COMMON EXCAVATION (P)	137.9	CU YD	$36.00	102.7	$ 3,697.20	35.2	$ 1,267.20	$4,964.40
11	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	137.9	CU YD	$58.00	102.7	$ 5,956.60	35.2	$ 2,041.60	$7,998.20
12	2231.604	BITUMINOUS PATCH SPECIAL (DRIVEWAY)	44	SQ YD	$52.00	33	$ 1,716.00	11	$ 572.00	$2,288.00
13	2232.504	MILL BITUMINOUS SURFACE (2.0")	6778	SQ YD	$2.50	6778	$ 16,945.00		$ -	$16,945.00
14	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	680	GALLON	$2.00	680	$ 1,360.00		$ -	$1,360.00
15	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	4122	TON	$63.00	4110	$ 258,930.00	12.00	$ 756.00	$259,686.00
16	2504.602	CONNECT TO EXISTING WATER MAIN	12	EACH	$1,692.00		$ -	12	$ 20,304.00	$20,304.00
17	2504.602	HYDRANT (8.5' BURY)	2	EACH	$6,751.00		$ -	2	$ 13,502.00	$13,502.00
18	2504.602	HYDRANT (9.0' BURY)	5	EACH	$6,956.00		$ -	5	$ 34,780.00	$34,780.00
19	2504.602	HYDRANT (9.5' BURY)	3	EACH	$7,261.00		$ -	3	$ 21,783.00	$21,783.00
20	2504.603	HYDRANT EXTENSION (6")	3	EACH	$1,638.00		$ -	3	$ 4,914.00	$4,914.00
21	2504.602	6" GATE VALVE & BOX	10	EACH	$2,779.00		$ -	10	$ 27,790.00	$27,790.00
22	2504.603	6" PVC WATERMAIN	92	LIN FT	$35.00		$ -	92	$ 3,220.00	$3,220.00
23	2504.603	12" PVC WATERMAIN	6	LIN FT	$105.55		$ -	6	$ 633.30	$633.30
24	2504.608	WATERMAIN FITTINGS	110	POUND	$15.25		$ -	110	$ 1,677.50	$1,677.50
25	2506.502	CASTING ASSEMBLY (STORM)	2	EACH	$1,315.00	2	$ 2,630.00		$ -	$2,630.00
26	2531.501	CONCRETE CURB & GUTTER DESIGN B618	750	LIN FT	$34.00	413	$ 14,042.00	337	$ 11,458.00	$25,500.00
27	2531.604	7" CONCRETE VALLEY GUTTER	58.1	SQ FT	$81.00	58.1	$ 4,706.10		$ -	$4,706.10
28	2540.604	INSTALL LANDSCAPE ROCK	30	SQ YD	$125.00		$ -	30	$ 3,750.00	$3,750.00
29	2563.601	TRAFFIC CONTROL	1	LUMP SUM	$4,100.00	0.73	$ 2,993.00	0.27	$ 1,107.00	$4,100.00
30	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	760	LIN FT	$5.00	300	$ 1,500.00	460	$ 2,300.00	$3,800.00
31	2573.502	STORM DRAIN INLET PROTECTION	23	EACH	$195.00	23	$ 4,485.00		$ -	$4,485.00
32	2574.507	COMMON TOPSOIL BORROW	56	CU YD	$36.00		$ -	56	$ 2,016.00	$2,016.00
33	2575.501	TURF ESTABLISHMENT	1	LUMP SUM	$6,750.00		$ -	1	$ 6,750.00	$6,750.00
34	2582.518	CROSSWALK PAINT	200	SQ FT	$8.40	200	$ 1,680.00		$ -	$1,680.00
					ESTIMATED CONSTRUCTION TOTAL:		**$411,682.25**		**$197,585.75**	**$610,948.00**
					DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:		$68,450.00		$32,130.00	$100,580.00
					TOTAL ESTIMATED PROJECT COST:		**$480,132.25**		**$229,715.75**	**$711,528.00**

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

RESOLUTION ACCEPTING BID

Improvement 23-16 – 2025 South Brainerd Resurfacing Project

WHEREAS, pursuant to an advertisement for bids for the proposed 2025 South Brainerd Resurfacing Project, for 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

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

Company	Bid
Knife River Corporation – North Central	$610,948.00
Anderson Brothers Construction	$646,632.00

AND WHEREAS, it appears that Knife River Corporation – North Central of Sauk Rapids, Minnesota is the lowest responsible bidder,

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Knife River Corporation – North Central of Sauk Rapids, Minnesota in the name of the City of Brainerd for the proposed 2025 South Brainerd Resurfacing Project, for the making of improvements on:

    a. Graydon Avenue from Buffalo Hills Lane to Woodcrest Road
    b. Crestview Lane from Buffalo Hills Lane to Pineview Drive
    c. Woodcrest Road from Graydon Avenue to Dead End
    d. Belle Rae Circle from Cul-de-sac to Woodcrest Road
    e. Pineview Drive from Cul-de-sac to Graydon Avenue
    f. Norway Court from Cul-de-sac to Crestview Lane
    g. Carol Lane from Buffalo Hills Lane to cul-de-sac
    h. Ridge Drive from Buffalo Hills Lane to Buffalo Hills Lane
    i. Ridge Court from Ridge Drive to cul-de-sac
    j. Aspen Court from Cul-de-sac to Ridge Drive

    according to the plans and specifications therefore approved by the City Council and on file in the office of the City Administrator.

2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 7th day of April, 2025

_____
MIKE O'DAY
President of the Council

Approved this 8th day of April, 2025

_____
DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Discussion on Allowing Sidewalk Performers in Brainerd

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works Director

DEPARTMENT: Administration

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE: We have a request from a resident to conduct sidewalk performance in Brainerd Downtown area. Currently we do not require a permit for sidewalk performances, and individuals can conduct performance on public (not private) property and comply with all other City Ordinances and state and federal law.

We may want to develop an Ordinance to guide staff in reviewing sidewalk performances, along with a procedural application form to further help staff determine details for the performer.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Sidewalk Performer - Ordinance Purpose: Sidewalk performers can bring vibrancy to the environment in a Downtown district. Guidelines are appropriate for such performance in our community and want to ensure businesses, pedestrians and sidewalk performers coexist in a positive and professional manner to keep our Downtown district vibrant and wholesome.
Section/Topics Covered:
1. Permit requirement and fee
2. Restrictions on materials that can be used: carpet, display, etc.
3. Location restrictions: 20' away for building entrance, outdoor dining area, fire lane, crosswalk, etc.
4. Amplified sound restrictions (if so, potential council approval).
5. Council approval vs. Administrative approval

RECOMMENDED ACTION/MOTION: Provide guidance to staff developing an ordinance and application to guide staff reviewing Sidewalk Performances.

FINANCIAL IMPACT:

From:	Nick Broyles
To:	Department Heads
Cc:	Lisa Asbach; Toni Gage; Joseph J. Langel
Subject:	Street Performers
Date:	Friday, March 28, 2025 2:34:51 PM
Attachments:	image004.png 570007.docx City Code Chapter 20, Section 2015.pdf City Code Chapter 20, Section 2040.pdf City Code Chapter 8, Section 800.pdf City Code Chapter 8, Section 825.pdf City Code Chapter 11, Section 1150.pdf City Code Ch 20 Section 2014.pdf

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Mayor and City Council,

We have received a request from a street performer to perform in downtown Brainerd. They were asking about permitting requirements. We are committed to investing in the vibrancy and character of our downtown district. Moreover, we want to ensure that the city is protected from any potential legal concerns. Currently, Brainerd does not have a formal policy or procedure in place for permitting or denying such sidewalk performances, and we want to be mindful of upholding First Amendment rights. Staffs believes it prudent to find examples from other municipalities and draft a policy for Brainerd.

Staff can work on drafting a set of standards for performances in the downtown area. This policy will aim to balance the opportunity for vendors to express themselves with the goal of maintaining a high quality of life for all, including the businesses and residents in the downtown district. Our objective is to create a clear framework that allows for creative expression while ensuring that the downtown environment remains pleasant, safe, and welcoming for everyone. Is there any objection to staff beginning to work on this?

Currently, we are not positioned well to approve or deny sidewalk performances until these standards are established. In the meantime, we have asked Joe to draft a legal statement that we can provide to potential performers. His suggested language is attached along with relevant excerpts of the city code. The statement outlines basic expectations, responsibilities, and potential limitations to ensure the safety and well-being of both performers and the public.

Please let me know if you have any questions.

Toni, please add this to the 07Apr agenda as a discussion item.

Regards
Nick

Nick Broyles, MPA | City Administrator

City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

[City of Brainerd Letterhead]

[Date]

[Vendor Name and Address]

Dear [Vendor]:

Thank you for your request to conduct a sidewalk performance in downtown Brainerd.

The City of Brainerd does not currently require a permit for sidewalk performances, and you may conduct your performance so long as you remain on public (not private) property and comply with all other City Ordinances and state and federal law.

This includes but is not limited to moderating the volume of your performance and avoiding the obstruction of pedestrian and other traffic in accordance with City Codes, Chapter 20, §§ 2014 and 2040, and Chapter 8, §§ 800 and 825.

Peddling and soliciting is also restricted, and damaging public property is prohibited in accordance with City Codes, Chapter 11, § 1150 and Chapter 20, § 2015, respectively.

While we recognize the vibrancy street performance can bring to a public space and appreciate your desire to exhibit such performance in our community, we want to ensure you understand that nothing in this statement should be construed as the City endorsing or taking responsibility for your performance or its content. You will be solely responsible for any negligent or tortious acts that results in damage to people or property caused by your performance and you assume all risks involved.

If the City of Brainerd requires a permit in the future for such performances, you will need to follow proper procedure at that time.

If you have any further questions, do not hesitate to contact us.

Sincerely,

[Name]
[Title]
[Contact Information]

Encls.

Section 2015 – Conduct on Public or School Property

2015.01 School Property. Subdivision 1. Trespass. It is unlawful for any person to remain in a public or private school or college building, or upon the grounds thereof, after being requested to leave the said building or premises by the school principal or other person lawfully responsible for the control of said building or premises.

Subd. 2. Disturbances. It shall be unlawful for any person, whether on or off school premises, willfully to annoy, disturb, interfere with or obstruct any classroom instruction, teaching program, or other school program or assembly being conducted upon the premises of any public or private school or college.

2015.03 Tampering with Fire Hydrants. No person except an officer or employee of the City or a member of the Fire Department or other person duly authorized shall turn on or off or tamper with any fire hydrant within the City, or draw or attempt to draw any water therefrom.

2015.05 Damaging Public Property. No person shall willfully, wantonly or through gross carelessness, injure, defile or destroy any public building, sidewalk, bridge, lamp or lamp post, shade tree, shrub, lawn, walk, seat, sign, or other improvements or structures of any kind, in or upon any boulevard, street, alley, park or public ground within the limits of the City, or conspires with any other persons to do any of said acts.

Section 2040 – Loitering

2040.01 Definitions. Subdivision 1. "Loitering" includes

a) Standing around or moving slowly about or lingering, so that such conduct:

1) obstructs the free and unhampered passage of pedestrians or vehicles on the streets, sidewalks, or other public places or premises within the City of Brainerd, or

2) interferes with any person lawfully on the premises by obstructing passage.

b) refusing to move on when so requested by a peace officer when such peace officer reasonably makes such request to preserve or to promote public peace and order.

Subd. 2. "Premises" is defined as any land, lot, parcel, sidewalk, boulevard, street, highway, alley, thoroughfare, park, playground, restaurant, cafe, church, school, cat or parking lot or parking space, drive-in, any building used for business purposes, commercial or industrial purposes, or any other place, washroom or toilet, apartment hallway, or other location whether public or private in the City of Brainerd.

2040.03 Loitering Prohibited. Subdivision 1. Loitering on any of the premises of the City of Brainerd is prohibited:

1) When such conduct results in the making of any noise, riot, disturbance or improper diversion to the annoyance or disturbance of another, or

2) When such conduct tends reasonably to or is likely to arouse alarm, anger, fear or resentment in another; or

3) When such conduct is with intent to do any mischief or to commit any crime or unlawful act; or

4) When such persons shall collect in groups or crowds in, upon, or tear any street, sidewalk or public place in the City of Brainerd so as to interfere with or obstruct public travel or movement or parking; or

5) When such conduct results in the defacement or destruction of or causes any damage to any part of the premises or to any property located thereon; or

6) When such person scatters, litters, throws, or otherwise disposes or deposits any refuse, garbage, or rubbish onto the premises except into receptacles provided for such purpose; or

7) When such persons shall use profane, abusive, indecent, or threatening language towards my person or persons, including peace officers: or

8) When such persons shall collect singly or in groups at or about a business premises which is closed; or

9) When such person or persons shall stand or linger about the doorway of any building in such a manner as to obstruct or partially obstruct the free and uninterrupted ingress or egress to or from such building or in such manner as to annoy the owner or occupant of such building or the owner or occupant of any adjacent premises.

2040.05 Responsibility of Parents. It shall be unlawful for the parent, guardian, or other adult person having the care and custody of a minor under the age of 16 years to knowingly permit such minor to loiter on any premises as described in this Ordinance in the City of Brainerd. This restriction shall not apply to a minor who is accompanied by his or her parent, guardian or other adult person having care and custody of the minor or where the minor is upon a legitimate business activity or errand directly by his parent, guardian or custodian.

(Added Ord. 1056 – 1998)

CHAPTER VIII

Streets, Alleys, Public Ways, and Grounds

Section 800 – Administration and Regulation of the Public Right-of-Way

800.01 Election to Manage the Public Right-of-Way. In accordance with the authority granted to the City under State and Federal statutory, administrative and common law, the City of Brainerd hereby elects pursuant to this Section to manage rights-of-way within its jurisdiction.

800.02 Definitions. The definitions included in Minnesota Statute Section 237.162, Minnesota Rules 7819.0100 Subps. 1 through 23, and Minnesota Rules 7560.0100 Subps. 1 through 12 are hereby adopted by reference and are incorporated into this Section as if set out in full.

800.03 Permit Requirement. Subdivision 1. Permit Required. Except as otherwise provided in City Code, no person may obstruct or excavate any right-of-way without first having obtained the appropriate permit from the City.

a) Excavation Permit. An excavation permit is required to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.

b) Obstruction Permit. An obstruction permit is required to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

Subd. 2. Permit Extensions. No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless such person (i) makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (ii) a new permit or permit extension is granted.

Subd. 3. Delay Penalty. In accordance with Minnesota Rule 7819. 1000 Subp. 3, and notwithstanding Subd. 2 of this Section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.

Subd. 4. Permit Display. Permits issued under this Section shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City Engineer or designee.

800.04 Permit Applications. Application for a permit shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

a) Submission of a completed permit application from, including all required attachments, scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities, and the following information:

1) Each permittee's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.

2) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

3) A certificate of insurance or self-insurance:

1) Verifying that an insurance policy has been issued to the permittee by an insurance company licensed to do business in the State of Minnesota, or a form of self insurance acceptable to the City;

2) Verifying that the permittee is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the permittee, its officers, agents, employees and permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the permittee, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;

3) Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

4) Requiring that the City be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term;

5) Indicating comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Section;

6) The City may require a copy of the actual insurance policies;

7) If the person is a corporation, a copy of the certificate required to be filed as recorded and certified to by the Secretary of State; and

8) A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable State or federal agency, where the person is lawfully required to have such certificate from said commission or other State or federal agency.

b) Payment of money due the City for:

1) permit fees, estimated restoration costs and other management costs;

2) prior obstructions or excavations;

3) any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the City;

4) franchise fees or other charges, if applicable.

800.05 Issuance of Permit; Conditions. Subdivision 1. Permit Issuance. If the applicant has satisfied the requirements of this Section, the City shall issue a permit.

Subd. 2. Conditions. The City Engineer may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. In addition a permittee shall comply with all requirements of Local, State and Federal laws, including but not limited to Minnesota Statutes, Section 216D.01-09 (Gopher One Call Excavation Notice System) and Minnesota Rules Chapter 7560.

Subd. 3. Trenchless Excavation. As a condition of all applicable permits, permittees employing trenchless excavation methods including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes, Chapter 216D and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the City.

800.06 Permit Fees. Subdivision 1. Excavation Permit Fee. The City shall establish an excavation permit fee in an amount sufficient to recover the City's administrative costs. Said fees shall be set forth in Chapter 10 of the City Code.

Subd. 2. Obstruction Permit Fee. The City shall establish an obstruction permit fee and shall be in an amount sufficient to recover the City's administrative costs which fee shall be the same as the excavation permit fee set forth in Chapter 10 of the City Code.

Subd. 3. Payment of Permit Fees. No excavation permit or obstruction permit shall be issued without payment of excavation or obstruction permit fees. The City may allow applicant to pay such fees within thirty (30) days of billing.

Subd. 4. Non-Refundable. Permit fees that were paid for a permit that the City Engineer has revoked for a breach as stated in Section 800.14 are not refundable.

Subd. 5. Application to Franchises. Unless otherwise agreed to in a franchise, administrative costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

Subd. 6. All permit fees shall be established consistent with the provisions of Minnesota Rule 7819.100.

800.07 Right-of-Way Patching and Restoration. Subdivision 1. Timing. The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable.

Subd. 2. Patch and Restoration. Permittee shall patch its own work. The City may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

a) City Restoration. If the City restores the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the City, within thirty (30) days of billing, all costs associated with having to correct the defective work.

b) Permittee Restoration. If the permittee restores the right-of-way itself, it shall at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rules 7819.3000.

Subd. 3. Standards. The permittee shall perform patching and restoration according to the standards and with the materials specified by the City and shall comply with Minnesota Rule 7819.1100.

Subd. 4. Duty to Correct Defects. The permittee shall correct defects in patching, or restoration performed by permittee or its agents. Permittee upon notification from the City Engineer, shall correct all restoration work to the extent necessary, using the method required by the City Engineer. Said work shall be completed within five (5) calendar days of the receipt of the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable.

Subd. 5. Failure to Restore. If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City at its option may do such work. In that event the permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the City may exercise its rights under the construction performance bond.

800.08 Supplementary Applications. Subdivision 1. Limitation on Area. A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area (i) make application for a permit extension and pay any additional fees required thereby, and (ii) be granted a new permit or permit extension.

Subd. 2. Limitation on Dates. A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

800.09 Denial of Permit. The City may deny a permit for failure to meet the requirements and conditions of this Section or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

800.10 Installation Requirements. The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100 and other applicable local requirements, in so far as they are not inconsistent with the Minnesota Statutes Sections 237.162 and 237.163.

800.11 Inspection. Subdivision 1. Notice of Completion. When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minnesota Rules 7819.1300.

Subd. 2. Site Inspection. Permittee shall make the work-site available to City personnel and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

Subd. 3. Authority of the City Engineer.

a) At the time of inspection the City Engineer may order the immediate cessation of any work, which poses a serious threat to the life, health, safety, or well being of the public.

b) The City Engineer may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the City that the violation has been corrected. If such proof has not been presented within the required time, the permit may be revoked pursuant to Section 800.14.

800.12 Work Done Without a Permit. Subdivision 1. Emergency Situation. Each person with facilities in the right-of-way shall immediately notify the City of any event regarding its facilities that it considers being an emergency. The owner of the facilities may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency the owner shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Section for the actions it took in response to the Emergency.

If the city becomes aware of an emergency regarding facilities, the City will attempt to contact the local representative of each facility owner affected, or potentially affected, by the emergency. In any event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the person whose facilities occasioned the emergency.

Subd. 2. Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, and as a penalty pay double the normal fee for said permit, pay double all the other fees required by City Code, deposit with the City the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this Section.

800.13 Supplementary Notification. If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the City of the accurate information as soon as this information is known.

800.14 Revocation of Permits. Subdivision 1. Substantial Breach. The City reserves its right, as provided herein, to revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any

material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

a) The violation of any material provision of the right-of-way permit;

b) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;

c) Any material misrepresentation of fact in the application for a right-of-way permit;

d) The failure to complete the work in a timely manner; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittees control; or

e) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued by the City Engineer.

Subd. 2. Written Notice of Breach. If the City determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit the City shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations might be cause for revocation of the permit. A substantial breach, as stated above, will allow the City, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.

Subd. 3. Response to Notice of Breach. Within twenty-four (24) hours of receiving notification of the breach, permittee shall provide the City with a plan, acceptable to the City, which will cure the breach. Permittee's failure to so contact the City, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit.

Subd. 4. Reimbursement of City Costs. If a permit is revoked, the permittee shall also reimburse the City for the City's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

800.15 Mapping Data. Subdivision 1. Information Required. Each permittee shall provide mapping information required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100.

Subd. 2. Service Laterals. All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the permittee's appropriate means of establishing the horizontal locations of installed

service laterals, and the service lateral vertical locations in those cases where the City reasonably requires it. Permittees or their subcontractors shall submit to the City evidence of the installed service lateral locations. Compliance with this Subdivision 2 and with applicable Gopher State One Call law and Minnesota Rules governing service laterals installed after December 31, 2006, shall be a condition of any City approval necessary for 1) payments to contractors working on a public improvement project including those under Minnesota Statutes, Chapter 429, and 2) City approval of performance under development agreements, or other subdivision or site plan approval under Minnesota Statutes Chapter 462. The City shall reasonably determine the appropriate method of providing such information. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors.

800.16 Location of Facilities. Subdivision 1. Placement, location, and relocation of facilities must comply with the act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

Subd. 2. Corridors. The City may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that is or, pursuant to current technology, the City expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the City involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Subd. 3. Limitation of Space. To protect health, safety, and welfare or when necessary to protect the right-of-way and its current use, the City Engineer shall have the power to prohibit or the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

800.17 Damage to Other Facilities Including Private Property Located in the Right-of-Way. When the City does work in the right-of-way and finds it necessary to maintain, support, or move facilities to protect it, the City Engineer shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that facility owner and must be paid within thirty (30) days from the date of billing. Each facility owner shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages. Each facility owner shall be responsible for the cost of repairing any damage to the facilities of another caused during the City's response to an emergency occasioned by that owner's facilities.

In general, private property is not allowed in the public right-of-way. Private property that is incidentally located in the right-of-way such as trees, sprinkler systems, newspaper boxes, planters, etc. shall be the responsibility of the private property owner. The City shall assume no responsibility whatsoever if private property is damaged or needs to be moved or relocated in conjunction with the City's interest in the rights-of-way either by ownership or through an easement for travel or utilities. Private property that is damaged or needs to be moved or relocated in conjunction of the City's use of the right-of-way shall be at the sole expense of the property owner.

800.18 Right-of-Way Vacation. Reservation of Right. If the City vacates a right-of-way that contains facilities, the facility owner's rights in the vacated right-of-way are governed by Minnesota Rules 7819.3200.

800.19 Indemnification and Liability. By applying for and accepting a permit under this Section, a permittee agrees to defend and indemnify the City in accordance with the provisions of Minnesota Rule 7819.1250.

800.20 Abandoned Facilities. Removal of Abandoned Facilities. Any person who has abandoned facilities in any right-of-way shall remove them from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless the director waives this requirement.

800.21 Appeal. A right-of-way user that: 1) has been denied registration; 2) has been denied a permit; 3) has had a permit revoked; 4) believes that the fees imposed are invalid; or 5) disputes a determination of the City regarding this Section may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition will be writing and supported by written findings establishing the reasonableness of the decision.

800.22 Reservation of Regulatory and Police Powers. A permittee's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

(Amended Ord. 1297 – 2007)

Section 825 - Sidewalks

825.01 Rescinded. Amending Ord. 840, Sec. 1 – 1986

825.03 Removal of Obstructions and Hazards. Subdivision 1. General Rule. The owner and the occupant of any property adjacent to a public sidewalk and multi-use trail constructed within a street Right-of-Way to function as a sidewalk shall use diligence to keep such sidewalk and trail safe for pedestrians in accordance with this Section.

Subd. 2. Nuisance on a Public Sidewalk. An accumulation of dirt, debris, rubbish, or snow and ice on a public sidewalk more than 48 hours after its deposit thereon shall constitute a public nuisance. The owner of any property abutting a public sidewalk or any responsible person designated by the owner shall clean or cause to be cleaned such sidewalk so that it will be free of dirt, debris, rubbish or snow and ice. Sand and/or a chemical de-icer shall be applied on said sidewalk when ice or snow cannot be readily removed, so that such walkway can be made reasonably safe for use.

Subd. 3. Nuisance on a Public Trail. The owner of property or any responsible person designated by the owner abutting a public multi-use trail where constructed within a street Right-of-Way to function as a sidewalk shall clean or cause to be cleaned such trail so that it will be free of dirt, debris, rubbish or snow and ice within the time frame as outlined in subdivision 2 of this Section. Snow and ice shall be cleared from the edge of the grass adjacent to the trail toward the street to a width of at least six (6) feet. Sand and/or a chemical de-icer shall be applied on said trail when ice or snow cannot be readily removed, so that such walkway can be made reasonably safe for use.

Subd. 4. Notice and Assessment. If such owner or owner's designee fails to comply with the requirement to clean dirt, debris, rubbish or snow and ice within 48 hours of the date of the notice after such notice is provided by personal delivery or First Class mail, the City shall issue an Administrative Citation which carries a fine and shall cause such sidewalk and/or multi-use trail to be cleaned and the expense thereof shall be billed to the property owner and shall constitute a lien upon such property. For snow and ice removal, the first such notice shall serve as the only notice to the property owner for the winter season. Repeat offenses caused by the failure to abate the nuisance will automatically be abated without further notice to the property owner and subject to subsequent Administrative Citation issuance, with said abatement charges billed to the property owner.

Subd. 5. Collection of Charges. On or before September 1 of each year, the City Administrator or designee shall list the total unpaid charges for services performed against each separate lot or parcel to which they are attributable under this Section. The Council may then spread the charges against property benefited as a special assessment pursuant to the provisions under Minnesota Statutes, Section 429.101 and other pertinent statutes for certification to the County Auditor and collection along with current property taxes the following year.

(Amended Ord. 958 – 1994, Ord. 1390 - 2011)

Section 1150 – Peddlers, Solicitors, and Transient Merchants

1150.01 Definitions. For purposes of this Section, the following terms have the following meanings:

Subd. 1. "Peddler" means any person, whether a resident of the City of Brainerd or not, with no fixed place of business who goes from house to house, from place to place, or from street to street, carrying or transporting goods, wares or merchandise, and offering or exposing the same for sale, or making sales and deliveries to purchasers.

Subd. 2. "Solicitor" means any person, whether a resident of the City of Brainerd or not, who goes from house to house, from place to place, or from street to street, soliciting or taking or attempting to take orders for any goods, wares or merchandise, including books, periodicals, magazines, or personal property of any nature whatsoever for future delivery.

Subd. 3. "Transient Merchant" means any person, firm or corporation, whether a resident of the City of Brainerd or not, who engages temporarily in the business of selling and delivering goods, wares or merchandise within the City of Brainerd, and who, in furtherance of such purpose, hires, leases, uses, or occupies any building, structure, vacant lot, motor vehicle, or trailer.

1150.03 Restrictions. Subdivision 1. Signs. Any resident of the City who wishes to exclude peddlers or solicitors from premises occupied by him may place upon or near the usual entrance to such premises, a printed placard or sign bearing the following notice: "Peddlers and solicitors prohibited." No peddler or solicitor shall enter in or upon any premises or attempt to enter in or upon any premises where such a placard or sign is placed and maintained. No person other than the person occupying such premises shall remove, inure, or deface such placard or sign.

1150.05 Prohibition. The practice of selling goods, wares and produce from vehicles and/or trailers parked on City streets or public right of ways is hereby prohibited; it being in the public interest to avoid traffic hazards, parking congestion and health hazards that such practices create.

1150.07 License Required. No peddler, solicitor, or transient merchant shall sell or offer for sale any services, goods, wares, or merchandise by invitation within the City unless a license therefore shall first be secured as provided in this Ordinance.

1150.09 Applications. Application for such license shall be made to the City Clerk on a form supplied by the City. The application shall state:

1) the name and address of the applicant and of all persons associated with him and his business;

2) the type of business for which the license is desired;

3) in case of transient merchants:

   a) the place where the business is to be carried on;

   b) the length of time for which the license is desired;

   c) a general description of the thing or things to be sold;

4) the places of residence of the applicant for the five years next preceding the date of the application;

5) the names of at least two property owners of Crow Wing County, Minnesota, who will certify as to the applicant's good character, or, in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility;

6) a statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than traffic violations;

7) the nature of the offense and the punishment or penalty assessed therefore;

8) the last municipalities, not to exceed three, where applicant carried on business immediately preceding date of application and the addresses from which such business was conducted in those municipalities.

1150.11 Investigation and Issuance. Upon receipt of each application, it shall be referred to the Chief of Police, who shall immediately institute such investigation pursuant to Chapter 15 of the Brainerd City Code of the applicant's business and moral character as deemed necessary for the protection of the public good and shall endorse the application in the manner prescribed in this Section within 72 hours after it has been filed by the applicant with the City Administrator. Thereafter, a license shall be issued by the City Administrator upon payment of the required fee.

(Amended Ord. 864 – 1987, Ord. 1353 - 2010)

1150.13 License Fees. Fees for licenses shall be as follows:

Solicitors, per year	$200.00
Transient Merchants, per year	$200.00
Peddlers, per year	$200.00

(Amended Ord. 859 – 1987)

1150.15 License Not Transferable. All licenses shall be non-transferable. No refunds shall be made on unused portions of licenses except by motion of the Council.

1150.17 Prohibited Practices. No peddler, solicitor, or transient merchant shall call attention to his business or to his merchandise by crying out, by blowing a horn, by ringing a bell, or by any loud or unusual noise.

1150.19 Exemptions. This Chapter does not apply to the following:

a) The sale of farm or garden products.

b) Vendors who make an uninvited call upon the occupant of a residence, subject, however, to Section 1150.03, as a preliminary step to the establishment of a regular route service for the sale and delivery of commodities and services to regular customers, such as: vendors of milk, groceries and other perishable commodities; soft water service; dry cleaning; newspapers; and beauty products.

(Amended Ord. 860 – 1987)

c) The sale of goods or merchandise on behalf of a bona fide charitable, religious, civic, educational, or political organization.

d) Any sale under court order.

e) A bona fide auction sale.

f) Sidewalk sales authorized by the City Council.

g) Garage sales or rummage sales when conducted in or by a non-profit institution, or when conducted upon the premises of an owner of the articles being offered by sale provided that such sales do not last longer than 72 hours, end provided that no more than four sales be conducted by any given location within one year.

h) Sales at wholesale to retail dealer.

1150.21 Group Sales. In the case of group sales where two or more transient merchants are engaged in business at the same time and location, it shall not be necessary for any such transient merchant to obtain a license under this Chapter provided that the sponsor, promoter, or organizer of the group sale has obtained a license as required under this Chapter and has submitted such information for all of the other transient merchants involved in the group sale as may be required by this Ordinance.

1150.23 Revocation. Any license may be revoked by the Council for a violation of any provision of this Ordinance if the licensee has been given a reasonable notice and an opportunity to be heard.

1150.25 Penalty. Any person who violates any provision of this Ordinance is guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding Seven Hundred and no/100 ($700.00) Dollars or by imprisonment for a period not exceeding ninety (90) days or both.

1150.27 Repeal. Section 1150 of the Brainerd City Code is hereby repealed and the foregoing Ordinance is adopted to replace same.

(Amended Ord. 859 – 1987)

Section 2014 – Noise Related Issues

2014.01 Prohibited Conduct Generally. Except as otherwise provided below in City Ordinance, it shall be unlawful for any person to make, assist in making, permit or allow the making of any noise in violation Brainerd City Ordinance or any noise which annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others in the City, if the latter is done in such a manner as to be plainly audible at the boundary of the real property, structure, or residence from which the noise originates, or at a distance of fifty (50) feet from the source of the noise.

2014.02 Electronic Noise. No person shall play, use, or operate on any public or private property any radio, tape or disc player, musical instrument, phonograph, or other machine or device for the production of sound in such a manner, considering the time and place and the purpose for which the sound is produce, as to unreasonably disturb the peace, quite, or repose of a person of ordinary sensibility.

2014.03 Yelling, Shouting, Etc. Yelling, shouting, hooting, whistling, or singing at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel, motel, or other place of residence, or of any person in the vicinity.

Subd. 1. When sounds violating this Section is produced by a machine or device that is located in or on vehicle, building, or land, the owner of the vehicle, building, or land is guilty of the violation; provided, however, that if the owner of the vehicle, building, or land is not present, the person in charge of the vehicle, building, or land at the time is guilty of the violation.

Subd. 2. This Section shall not apply to sound produced by the following:

a) Amplifying equipment used in the connection with activities for which permits have been granted pursuant to Brainerd City Ordinance.

b) Antitheft devices and personal safety devices.

c) Safety devices for the production of sound on or in authorized emergency vehicles.

d) Machines or devices for the production of sound on or in authorized emergency vehicles.

2014.04 Motor Vehicles. No person shall do any of the acts set forth in the following Subdivision.

Subd. 1. The sounding of any horn or audible signaling device on any automobile, motorcycle or other vehicle on any street, public place, or private property within the City except as a danger warning.

Subd. 2. The creation by means of any signaling device of any loud or harsh sound.

Subd. 3. The sounding of any such device for a period of time that disturbs the peace, quite, or repose of a person of ordinary sensibility.

Subd. 4. The use of any horn, whistle, or other audible signaling device operated by engine exhaust.

Subd. 5. The use of any horn, whistle, or audible signaling device when traffic is held up for any reason.

Subd. 6. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat, or any motor vehicle except through a muffler or other device which will effectively prevent loud or explosives noises therefrom.

Subd. 7. The use of any muffler of the type commonly known as "Glass Pack, Full Flow".

Subd. 8. To operate, allow or permit the operation of any motor vehicle or any auxiliary equipment attached to such vehicle to idle or test any internal combustion engine in such a manner as to be plainly audible as stated in Section 1.

Subd. 9. To operate any motor vehicle in such of disrepair as to create loud grating, grinding, rattling or other loud noise.

2014.05 Outdoor Power Equipment. Within five hundred (500) feet of any residentially zoned property, no person may operate any power implement including, but not limited to, an electric or gas-powered implement such as a lawn mower, hedge clipper, chain saw, trimmer, bug zapper, or other device designed primarily for outdoor use, at any time other than between the hours of 6:30 AM to 10:00 PM on weekdays and 8:00 AM and 10:00 PM on public holidays, Saturdays, and Sundays. All implements shall be effectively muffled so as to prevent the emission of loud and explosive noises that disturb the peace, quiet, or repose of a person or persons of ordinary sensibility.

Subd. 1. Noise requirements for outdoor power equipment utilized for the purposes of snow removal is exempted from the time restrictions set forth in 2014.05

(Amended Ord. 1544- 2023)

2014.06 Noisy Parties and Gatherings, Prohibition. No person shall, between the hours of 10:00 PM and 7:00 AM congregate at, or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet, or repose of another person. No person shall knowingly remain at such a noisy party or gathering.

a) Evidence. Noise of such volume as to be clearly audible at a distance of fifty (50) feet from the structure or building in which the party or gathering is occurring, or in the case of apartment buildings, in the adjacent hallway or apartment, shall be prima fascia evidence of a violation of this Section.

b) Duty to Disperse. When a Police Officer determines that a party or gathering is in violation of this Section, the Officer may order all persons present at the premise where the violation is occurring, other than the owner or tenants of the premises, to disperse immediately. No person shall knowingly remain at such a party of gathering.

c) Exceptions. The following are exempt from violation of this Section:

i) Activities which are duly authorized, sponsored or licensed by the City of Brainerd, so long as the activity is conducted pursuant to the conditions of the license, permit or contract authorizing such activity.

ii) Church bells, chimes, or carillons.

iii) Person who have gone to the party for the sole purpose of abating the violation.

d) Penalties. Every owner or tenant of the premises where a party or gathering in violation of this Section occurs, who is present at such party or gathering, is guilty of a misdemeanor. Any person, who refuses to disperse from the party or gathering in violation of this Section after being ordered by a Police Officer to do so, is guilty of a misdemeanor.

2014.07 Exemptions. Authorized by the Brainerd City Council or their designees. Upon special request made by contractors, the Council may exempt contractors performing public works operations from the time prohibitions set forth within this Ordinance.

(Added Ord. 1177 – 2002)

Reviewed by: Permit #

Buskers Permit Application

Applicant Information (Print)

Name: _____

Address: _____

City, State, Zip: _____

Telephone number) _____ Email Address _____

Description of Activity

Name of Act _____

Date(s) of participation _____

Have you previously been granted a busking permit with the City of Fort Lauderdale?

Yes ◯ No ◯

(If yes, please detail any changes to your act or activity since receiving the previous permit)

Site Location

Busking is only permitted at specific sites. Please advise the area you are interested in occupying:

Riverwalk ◯ **A1A on Central Beach** ◯

Location Address _____

Nearest Landmark _____

Permit Conditions

1. Pay the required application fee.
2. Abide by the City's noise ordinance.
3. Comply with Ordinance No. C-15-13.
4. Clearly display permit during all activities.

Hold Harmless Agreement

I, the undersigned Applicant, agrees to indemnify and hold harmless the City of Fort Lauderdale, its officers, employees, elected officials, and agents, from and against any and all damages, claims, causes of action, suits, demands, losses, liabilities, and expenses (including, without limitation, reasonable legal fees and disbursements) caused by, in connection with, arising out of, or resulting from the use of the permitted location, or any and all of acts of the Applicant, his or her partners, employees, officers, and/or agents, done in connection with or in furtherance of this application and/or permit.

Signature of Applicant _____ Date _____

DOWNTOWN HOLLAND
STREET PERFORMER PERMIT APPLICATION

City of Holland Downtown Development Authority
150 West 8th Street, Holland, MI 49423
616-355-1050 • dda@cityofholland.com
www.downtownholland.com

A representative of a performance group, or an individual performer, is required to file and sign an application, and to hold a street performer permit. Permits must be displayed at all times during your performance.

Name_____ **Phone**_____ **Email**_____

Street_____ **City**_____ **State**_____ **Zip**_____

Are you 18 years of age or older? ☐ Yes ☐ No If 17 years of age or younger, please state age _____
If you are younger than 18 the permit will be issued in your parent/guardian's name. If you are between 15 and 17 years of age, you may perform without your parent/guardian being present at the performance. If you are 14 years of age or younger, your parent/guardian must be present at the performance.

Type and description of performance_____

Number of performers in group (if applicable)_____

Has your previous permit ever been revoked? ☐ Yes ☐ No If so, why? _____

Driver's license or parent/guardian's license number (or copy of license)_____

$15 Individual Permit Fee Received? ☐ Yes ☐ No **$25 Group Permit Fee Received? ☐ Yes ☐ No**

Are you requesting amplification? ☐ Yes ☐ No
Have you been approved for amplification on a past permit? ☐ Yes ☐ No

Ampflication approval is subject to the following regulations in accordance with Sections 19-6 and 32 of the City Code:
- Only battery-operated amplifiers are permitted.
- This request must be reviewed by the Chief of Police and thus performers requesting amplification will receive their permit by mail.
- Street performers using amplification must abide by broadcast regulations outlined in the City ordinance to ensure they do not create a nuisance.

Chief of Police Signature_____ Date_____

Does your performance fall under the definition of "Extraordinary Activities"? (Defined in the ordinance under section 32-41(d) as tumbling, stilt-walking, cycling, acrobatics, etc.) ☐ Yes ☐ No

If yes, then please complete the additional Extraordinary Activities application form. Extraordinary activities are only permitted during the Thursday night Street Performer Series if you are accepted in the spring.

I understand that this application will be approved, denied or approved with conditions within fifteen (15) days of being filed. I also understand that if granted a permit, I will perform in accordance with the rules and regulations of the Street Performer Ordinance, Article VI, Chapter 32 of the ordinance code of the City of Holland, MI. I understand that if this ordinance is violated, my permit is subject to revocation, and I am subject to ticketing. I also indemnify the City of Holland, its officials, employees and agents from any liability arising (including reasonable attorney fees and costs) out of my street performance. **Consent and release for story, likeness, and voice:** I give permission to the City of Holland, the City of Holland Mainstreet/Downtown Development Authority, and the City of Holland Downtown Principal Shopping District (collectively referred to as the "Organizations") to use (including but not limited to taking photographs and making audio recordings or videos), without charge and without reservation, all or a portion of my story including my likeness and my voice in promoting these Organizations. I acknowledge that editorial changes may be made as deemed suitable by the Organizations. Whether or not changes are made, I waive any rights of action I may have and release the Organizations from any and all claims I may have arising from theuse, publication and changes in the content, including any rights to sue for defamation or violation of rights of privacy or rights of publicity.

This form is application for your Street Performer Permit ONLY. It is not an approval or proof of acceptance into the Thursday night Street Performer Series. The Series requires a separate application process in the spring.

Signature of Applicant_____ **Date**_____

To be completed by Downtown Holland staff only:

Permit valid from _____ through December 31, 2019

☐ Approved ☐ Approved with conditions_____
☐ Denied due to_____

City Council
Agenda Request

MEETING DATE: April 7, 2025

TITLE OF ITEM: Discuss Retail Cannabis Registration

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Administration

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

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:
Originally, the Office of Cannabis Management was going to issue licenses in each category, giving priority to applicants who receive the highest score. If there were insufficient licenses available for entities that receive identical scores, the Office of Cannabis Management was going to utilize a lottery to randomly select license recipients from among those entities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:
The Office of Cannabis Management is responsible for licensing retail dispensaries, while cities are responsible for registering the business. The City of Brainerd allows for two cannabis retail dispensaries. There continues to be confusion about who receives retail registrations from the City if more than one business is license eligible. Staff have reached out to the Office of Cannabis Management for clarification.

Based on staff research, we believe that it is most likely up to local governments to create a process for selecting applicants, which could include a lottery, a first-come/ first-served model, rolling approvals, or other options. Staff recommend working with the City Attorney on drafting an amendment to the cannabis registration ordinance that states registrations are on a first-come/ first-served basis and then creating a lottery if multiple businesses are eligible.

RECOMMENDED ACTION/MOTION:
Direct staff to work with the City Attorney on drafting an amendment to the cannabis registration ordinance that states registrations are on a first-come/ first-served basis and then create a lottery if multiple businesses are eligible.

FINANCIAL IMPACT: N/A

3/13/2025

SENT VIA ELECTRONIC MAIL ONLY
Nick Broyles, City Administrator
Brainerd Public Library
501 Laurel Street
Brainerd, MN 56401-3525

Re: Minnesota Multi-Purpose Community Facility Projects Grant to Support Community Revitalization, Connectedness and Equity by Promoting Education, Work and Health

Dear Nick Broyles,

Congratulations! We have selected your application submitted in response to the Minnesota Community Facility Projects grant opportunity for funding contingent upon clarifications and negotiations that may be necessary before executing the award. The grant offer is $422238.

Lee Her, Public Engagement Director, will be contacting you shortly to discuss the clarifications to your work plan, budget, or assurances. You may contact Lee at 651-785-4064 or lee.her@state.mn.us.

Tim Larson, Grants Services Supervisor, will be assisting with the End-User Agreement, financial reporting, processing of payments requests, and dissemination of the award document. Their contact information is timothy.larson@state.mn.us or 651-582-8380. The grants specialist will also be conducting a Pre-Award Risk Assessment, which may require a review of financial documentation and prior grant performance before the execution of grant. The grants specialist will contact you if they need any information to conduct that assessment.

Do not incur any expenditures until the grant contract is fully executed. Any expenditure you make prior to the full execution of the contract will be your sole responsibility to pay.

We look forward to working with you in the future.

Sincerely,

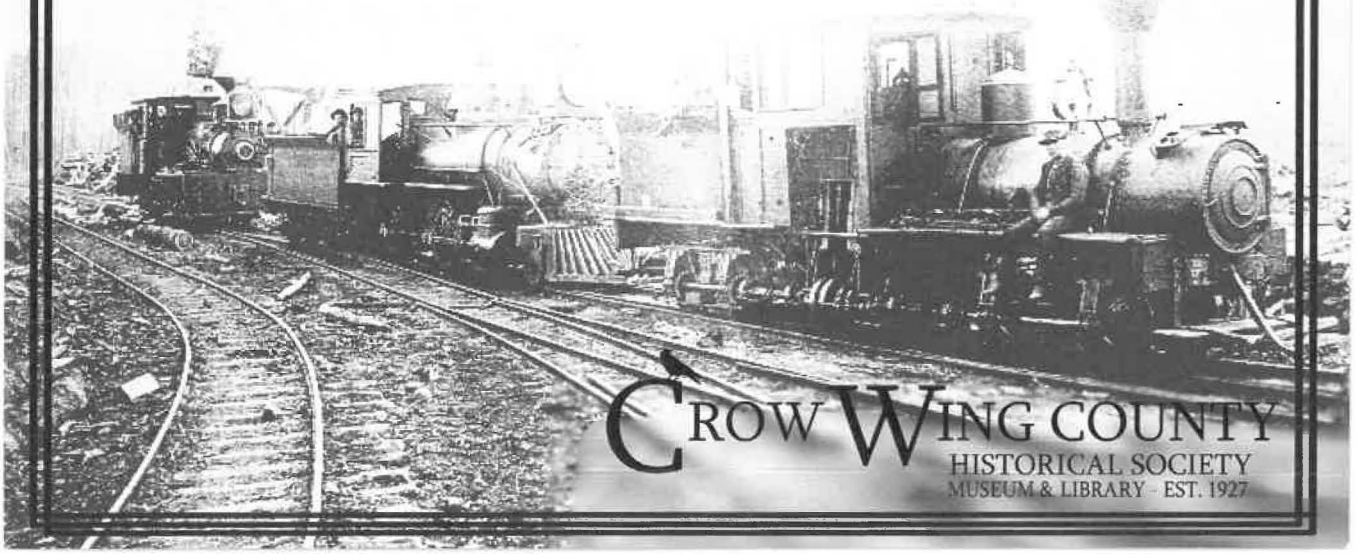
Amy Runk, Grants Specialist Coordinator

cc: Laurel Hall, Brainerd Public Library Director
Connie Hillman, Finance Director
Lee Her, Public Engagement Director
Tim Larson, Grants Services Supervisor

98TH ANNUAL

FUNDRAISER EVENT

April 29, 2025 ◆5:00◆ Gather on 3 ◆19624 Co. Road 3, Brainerd



RSVP

If attending, please respond by April 18

Name(s): _____

_____

Phone: _____

Entrée Choice:

Chicken: _____ Beef: _____

Payment Included: _____

Price is $50 per person

CROW WING COUNTY
HISTORICAL SOCIETY
MUSEUM & LIBRARY - EST. 1927

The Crow Wing County Historical Society cordially invites you to attend its **98th ANNUAL** gathering of its members and the public. This is our largest fundraiser of the year.

Social hour begins at 5:00, dinner is served at 6:00. Dinner is your choice of herbed, marinated three-cheese stuffed chicken breast or tender roasted beef with a cabernet demi served with dinner rolls, herb roasted baby red potatoes, chef's seasonal vegetable, and dessert. Meals will be served directly at your table. **Price is $50/person.** Private cash bar is available.

Please return the enclosed RSVP with payment by April 18th to attend.

CROW WING COUNTY
HISTORICAL SOCIETY
MUSEUM & LIBRARY - EST. 1927

NEW THIS YEAR!

View our silent auction online at:
www.32auctions.com/98thAnnualFundraiser

You do not need to attend to bid!

Jeremy S. Jackson will provide a presentation on logging railroad research by Doug Birk and others starting in the early 1960s, including the search and discovery of a rumored locomotive roundhouse near the northern terminus of the Brainerd & Northern Minnesota Railway. Jackson is a historical researcher, avocational archaeologist, genealogist, and writer.

Initiative FOUNDATION

RECEIVED
MAR 24 2025
CITY OF BRAINERD
ADMINISTRATION

March 18, 2025

Hello Nick,

As we approach the spring season, I hope this message finds you filled with anticipation for the vibrant days ahead. While there are likely a few weeks of winter left, we're daydreaming about sun-kissed days with a gentle breeze as we pass by a vibrant field of sunflowers, bringing joy and happiness to our day.

Much like the sunflower, which turns its face to the sun and brings brightness to the world, your generosity has a powerful impact on our community. When you plant a seed, you tend to it with water, light, and nutrients, ensuring it thrives and flourishes as it grows. Similarly, your contributions are the seeds that foster lasting growth and bring positivity to the future of Central Minnesota. Over time, these contributions grow into a healthy, lasting resource for the region.

Year after year, your generosity enables us to respond to the region's needs and invest in causes that are truly transformative. Because of you, we are able to provide vital services and support to emerging entrepreneurs, nonprofit organizations, early childhood programs, local businesses, and more. **We hope these seeds serve as a symbol of the impact you help create.**

Just like a sunflower's unwavering loyalty to the sun, we are grateful for your commitment to nurture the seeds of Central Minnesota's future. They are blooming into thriving economies, vibrant communities, and a culture of generosity that will endure for generations.

Warm regards,

Carl

Carl Newbanks
Initiative Foundation

P.S. Plant the seeds of your legacy this spring. Our partnership with FreeWill provides you with estate planning resources to protect those you love and help secure the future of central Minnesota. Create a legally-binding will in 20 minutes for free. Visit ifound.org/createyourwill to get started.

Initiative Foundation | 405 First St. SE | Little Falls, MN 56345 | ifound.org | info@ifound.org

Equal Opportunity Employer, Lender and Provider.