



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, July 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: 2489 574 6861

Personnel and Finance Committee held: 2nd Floor Conference Room at 6:45 PM

Safety and Public Works Committee held: Council Chambers at 7:00 PM

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

1. **Call To Order**

2. **Roll Call**

___G. Johnson ___K. Stunek ___ K. Yeager ___T. Erickson___K. Bevans___J. Czczok
___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 Transfers**

Transfer From	Transfer To	Amount	Explanation
Public Safety (225)	Fire Capital (404)	\$44,679	Per FAB Agreements

C. **Approval of Minutes**

D. **Department Activity Reports**

E. **Approve Event/Street Closure- Streetfest**

F. **Approve Event Application- St. Andrew's 5k & 10k**

- G. **Approve Event- BHS Homecoming 5K**
- H. **Approve MN Lawful Gambling Permit for Exempt Bingo Submitted by South Long Lake Improvement Association for an Event to be held on August 31, 2025 at Jack's House, 300 S Highway 25**
- I. **Approve MN Lawful Gambling Application Submitted by Brainerd Amateur Hockey Association for an Event to be held on January 19, 2026 at Essentia Health Sports Center 502 Jackson Street**
- J. **Ratify Hiring 2025 Summer Temporary Employees**
- K. **Adopt Resolution Related to the Main Lift Station Improvements**
- 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. **Presentations**
 - A. **2024 Audit Presentation**
- 8. **Council Committee Reports**
 - A. **Safety & Public Works Committee**
 - 1. Approve Final Pay Request - Laurel Street Bridge Repair Project
 - 2. Approve Final Pay Request - Historic Water Tower Rehabilitation Project - Phase 2
 - 3. Approve Change Order #1 - Imp 17-12 - Wright/10th Reconstruction Project
 - 4. Approve Plans and Authorize Advertisement - M Street Outfall Repair Project
 - 5. Approve Proposal for Sanitary Sewer Lateral Locating Service - SE Brainerd Reconstruction Project
 - 6. Selection of Flag Display on City Water Tower for 2026
 - B. **Personnel & Finance Committee**
 - 1. Approve Renewal of Contract with CLC for PEG Channel Operations
 - 2. Consider Request from the Employee Wellness Committee for the Employee Appreciation Event
 - 3. Approve Revised MOU Allowing IBEW Employees to Work at Hydro Facility
 - 4. Update Regarding MN Paid Family and Medical Leave and Ancillary Benefits

5. Authorize Request for Proposals for Long-Term Disability Insurance
6. Discussion Re: Roles and Responsibilities of the City Council and the Public Utilities Commission
9. **Unfinished Business**
 - A. **Accept Blake Higgins' Resignation from the Planning Commission**
 - B. **Call for Applicants**
Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – 2 terms (Expire 2025) 2 terms (Expire 2026)
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:
Water Tower Committee—2 terms
 - C. **Final Reading - Proposed Ordinance 1586 - Code Enforcement**
 - D. **Public Hearing and Adopt Resolution - William Street Right of Way Vacation**
 - E. **Public Hearing and Adopt Resolution - Alley Vacation - Block 164, Town of Brainerd**
10. **New Business**
 - A. **Approve Reapportionment of Assessment and Call for Public Hearing - Beaver Dam Road**
 - B. **Discuss Orderly Annexation of Riverside Drive**
 - C. **Consider Variance Request to Allow a Reduced Parking Setback - 525 Washington St**
 - D. **Consider Fire Escrow for 614 Front Street**
 - E. **First Reading - Proposed Ordinance 1588 to Amend Section 515-3 Allowed Uses; Appendix A Table of Uses to Allow Office/Business in the GI District**
 - F. **First Reading - Proposed Ordinance 1589 to Amend Section 515-4-11 Fence Standards**
 - G. **First Reading - Proposed Ordinance 1590 - Annexation of Dunmire's**
 - H. **Adopt Resolution - Award Bid - Improvement 23-13 - TH 371B/Willow Street Roundabout Project**
 - I. **Adopt Resolution Supporting the Crow Wing County Sheriff's Office Agreement**
 - J. **Discussion on Airport Levy**

11. **Staff Reports**
(Verbal: Any Updates since Packet)
12. **Mayor's Report**
13. **Council Member Reports**
14. **Adjourn**
 - A. **Adjourn to Closed Labor Negotiation Strategy Session pursuant to MN Statutes, 13D.03, Subd 1(b) to prepare for Negotiations with the Brainerd Public Utilities Managers and Supervisors Association Union**
15. **Council Communications**
 - A. **Data Request**

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	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
333063/1							
88657	ACE HARDWARE	06/12/2025	07/09/2025	26.07	26.07	Open	N
	TRAFFIC PAINTING SUPPLIES	pziemer					07/09/2025
235-3170-42210	OPERATING SUPPLIES			26.07			
333114/1							
88667	ACE HARDWARE	06/16/2025	07/09/2025	4.49	4.49	Open	N
	CHOP SAW HOSE BARB	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			4.49			
333262/1							
88690	ACE HARDWARE	06/20/2025	07/09/2025	17.94	17.94	Open	N
	QTY 6 KEYS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.94			
333084/1							
88736	ACE HARDWARE	06/13/2025	07/09/2025	17.98	17.98	Open	N
	HAND TRANSPLANTER X2	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.98			
333333/1							
88755	ACE HARDWARE	06/24/2025	07/09/2025	2.99	2.99	Open	N
	KEY	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			2.99			
333356/1							
88759	ACE HARDWARE	06/25/2025	07/09/2025	35.50	35.50	Open	N
	ROPE FOR VAC TRUCK HOSE	pziemer					07/09/2025
237-3190-42220	REPAIR & MAINT			35.50			
333028/1							
88834	ACE HARDWARE	06/11/2025	07/09/2025	53.04	53.04	Open	N
	WASTE BASKETS, WALL PATCH SUPPLIES	pziemer					07/09/2025
101-1800-42210	OPERATING SUPPLIES			53.04			
332426/1							
88927	ACE HARDWARE	06/01/2025	07/09/2025	48.37	48.37	Open	N
	LUM PARK PRUNER, GLUE, FASTENERS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			48.37			
332542							
88928	ACE HARDWARE	06/01/2025	07/09/2025	10.76	10.76	Open	N
	HIST. WATER TOWER - LINKS FOR FLAGS	pziemer					07/09/2025
101-9200-43430	MISCELLANEOUS			10.76			
333518/1							
88937	ACE HARDWARE	07/03/2025	07/09/2025	43.18	43.18	Open	N
	ELECTRIC STAPLE GUN	pziemer					07/09/2025
235-3170-42210	OPERATING SUPPLIES			43.18			
Total for vendor 0011 - ACE HARDWARE:				260.32	260.32		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 2902 - ADVANCE AUTO PARTS - FINANCIAL SVCS:							
6574516384759							
88661	ADVANCE AUTO PARTS - FINANCIAL SVCS	06/12/2025	07/09/2025	3.43	3.43	Open	N
	BUS 142 FUSE	pziemer					07/09/2025
203-9000-42220	REPAIR & MAINT			3.43			
6574516423806							
88712	ADVANCE AUTO PARTS - FINANCIAL SVCS	06/13/2025	07/09/2025	17.76	17.76	Open	N
	104 BLACK FLAP	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			17.76			
6574517524319							
88740	ADVANCE AUTO PARTS - FINANCIAL SVCS	06/24/2025	07/09/2025	58.24	58.24	Open	N
	TRUCK 160 WINDSHIELD WIPER BLADES	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			58.24			
6574517585057							
88747	ADVANCE AUTO PARTS - FINANCIAL SVCS	06/24/2025	07/09/2025	6.64	6.64	Open	N
	TRUCK 160 TURN SIGNAL BULB	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			6.64			
Total for vendor 2902 - ADVANCE AUTO PARTS - FINANCIAL SVCS:				86.07	86.07		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
0010965367							
88924	AMERICAN WELDING-GAS INC	06/30/2025	07/09/2025	105.47	105.47	Open	N
	WELDING GAS CYLINDER RENTAL	pziemer					07/09/2025
235-3100-43410	RENTAL EXPENSE			105.47			
Total for vendor 2846 - AMERICAN WELDING-GAS INC:				105.47	105.47		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
25.08038							
88697	ASL INTERPRETING SERVICES INC	06/01/2025	07/09/2025	20.00	20.00	Open	N
	INTERPRETING SERVICES	pziemer					07/09/2025
225-2120-43300	PROFESSIONAL SERVICES			20.00			
Total for vendor 3859 - ASL INTERPRETING SERVICES INC:				20.00	20.00		
Vendor 2740 - AT&T MOBILITY:							
X07032025/FD							
88884	AT&T MOBILITY	06/25/2025	07/09/2025	344.07	344.07	Open	N
	ACCT 287312856222 FIRE DEPT PHONES	pziemer					07/09/2025
225-2220-43321	TELEPHONE			344.07			
X/07032025/ADM							
88885	AT&T MOBILITY	06/25/2025	07/09/2025	99.86	99.86	Open	N
	ACCT 287292136423 - 5/26-6/25 ADMIN	pziemer					07/09/2025
101-1400-43321	TELEPHONE			99.86			

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
X07032025/CDD							
88886	AT&T MOBILITY	06/25/2025	07/09/2025	149.79	149.79	Open	N
	ACCT 287292136423 COM DEV PHONES	pziemer					07/09/2025
101-2400-43321	TELEPHONE			149.79			
X07032025							
88887	AT&T MOBILITY	06/25/2025	07/09/2025	359.29	359.29	Open	N
	ACCT 287292136423 ENG PHONES	pziemer					07/09/2025
101-1700-43321	TELEPHONE			276.18			
238-3160-43321	TELEPHONE			83.11			
X07032025/HR							
88888	AT&T MOBILITY	06/25/2025	07/09/2025	49.93	49.93	Open	N
	ACCT 287292136423 HR PHONE	pziemer					07/09/2025
101-1400-43321	TELEPHONE			49.93			
X07032025/IT							
88889	AT&T MOBILITY	06/25/2025	07/09/2025	231.16	231.16	Open	N
	IT PHONES ACCT 287292136423 5/26-6/25	pziemer					07/09/2025
101-1800-43321	TELEPHONE			231.16			
X07032025/PKS							
88890	AT&T MOBILITY	06/25/2025	07/09/2025	245.01	245.01	Open	N
	ACCT 287292136423 PARKS PHONES	pziemer					07/09/2025
230-5200-43321	TELEPHONE			146.65			
230-5204-42210	OPERATING SUPPLIES			98.36			
X07032025/STRTS							
88891	AT&T MOBILITY	06/25/2025	07/09/2025	209.50	209.50	Open	N
	ACCT 287292136423 STREETS PHONES	pziemer					07/09/2025
235-3100-43321	TELEPHONE			88.16			
237-3190-43321	TELEPHONE			121.34			
X07032025/TRANSIT							
88892	AT&T MOBILITY	06/25/2025	07/09/2025	320.73	320.73	Open	N
	ACCT 287292136423 TRANSIT PHONES	pziemer					07/09/2025
203-9000-43321	TELEPHONE			320.73			
X07032025/PD							
88893	AT&T MOBILITY	06/25/2025	07/09/2025	2,080.83	2,080.83	Open	N
	ACCT 287287520356 POLICE DEPT PHONES	pziemer					07/09/2025
225-2120-43309	COMPUTER TECHNICAL SUPPORT			715.80			
225-2120-43321	TELEPHONE			1,340.83			
101-1800-43309	COMPUTER SUPPORT			24.20			
	Total for vendor 2740 - AT&T MOBILITY:			4,090.17	4,090.17		

Vendor 4310 - AUTOSMITH SERVICE GROUP:

1038 - #2							
88938	AUTOSMITH SERVICE GROUP	06/30/2025	07/09/2025	5,999.73	5,999.73	Open	N
	SQD 417 NEW BUILD - LABOR/ADDITIONS	pziemer					07/09/2025
400-2120-45500	POLICE CAPITAL OUTLAY			5,999.73			
	Total for vendor 4310 - AUTOSMITH SERVICE GROUP:			5,999.73	5,999.73		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0745 - BATTERIES PLUS:							
P83349339 88698	BATTERIES PLUS BATTERIES	06/01/2025 pziemer	07/09/2025	17.88	17.88	Open	N 07/09/2025
225-2120-42210	OPERATING SUPPLIES			17.88			
Total for vendor 0745 - BATTERIES PLUS:				17.88	17.88		
Vendor 3966 - BLUE SKY TRANSIT:							
53125 88841*	BLUE SKY TRANSIT MAY 2025 THIRD PARTY SERVICES - FINE	06/01/2025 pziemer	07/09/2025	76,612.94	76,612.94	Open	N 07/09/2025
203-9000-43401	VEHICLE REPAIRS			17,605.40			
203-9000-43401	VEHICLE REPAIRS			(6,423.76)			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			78,581.30			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			(13,150.00)			
Total for vendor 3966 - BLUE SKY TRANSIT:				76,612.94	76,612.94		
Vendor 3661 - BOBCAT OF BRAINERD:							
122741 88907	BOBCAT OF BRAINERD AUGER RENTAL - TREE PLANTING	06/26/2025 pziemer	07/09/2025	200.00	200.00	Open	N 07/09/2025
235-3100-43300	DNR - USD/PROFESSIONAL SERVICES			200.00			
Total for vendor 3661 - BOBCAT OF BRAINERD:				200.00	200.00		
Vendor 0206 - BRAINERD HOUSING AUTHORITY:							
JUNE 25 COBRA 88647	BRAINERD HOUSING AUTHORITY REMIT JUN 25 COBRA	06/23/2025 pziemer	07/09/2025	5.36	5.36	Open	N 07/09/2025
101-0000-20850	DUE TO COMPONENT UNIT			5.36			
Total for vendor 0206 - BRAINERD HOUSING AUTHORITY:				5.36	5.36		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
JUNE 2025 88727	BRAINERD LAKES AREA DEV C 2025 EDA CONSULTING SVCS	06/01/2025 pziemer	07/09/2025	3,084.00	3,084.00	Open	N 07/09/2025
295-6510-43300	PROFESSIONAL SERVICES			3,084.00			
Total for vendor 0078 - BRAINERD LAKES AREA DEV C:				3,084.00	3,084.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
JUNE 25 COBRA 88646	BRAINERD PUBLIC UTILITIES REMIT JUN 25 COBRA	06/23/2025 pziemer	07/09/2025	80.08	80.08	Open	N 07/09/2025
101-0000-20850	DUE TO COMPONENT UNIT			80.08			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				80.08	80.08		
Vendor 3541 - BRAINERD ROTARY:							
12763							
88897	BRAINERD ROTARY	07/01/2025	07/09/2025	198.00	198.00	Open	N
	3RD QTR 2025 DUES N.BROYLES	pziemer					07/09/2025
101-1400-43433	DUES & SUBSCRIPTIONS			198.00			
Total for vendor 3541 - BRAINERD ROTARY:				198.00	198.00		
Vendor 0097 - BROTHERS FIRE PROTECTION:							
W42044							
88711	BROTHERS FIRE PROTECTION	06/11/2025	07/09/2025	3,350.00	3,350.00	Open	N
	CITY HALL OBSTRUCTION INSPECTIONS	pziemer					07/09/2025
101-1940-43300	PROFESSIONAL SERVICES			3,350.00			
Total for vendor 0097 - BROTHERS FIRE PROTECTION:				3,350.00	3,350.00		
Vendor 0102 - CANON FINANCIAL SERVICE:							
41311310							
88721	CANON FINANCIAL SERVICE	06/23/2025	07/09/2025	80.69	80.69	Open	N
	7/1/25-7/31/25 FD COPIER LEASE	pziemer					07/09/2025
225-2220-43331	LEASED PAYMENTS			80.69			
41310790							
88882	CANON FINANCIAL SERVICE	06/23/2025	07/09/2025	77.97	77.97	Open	N
	7/1/25-7/31/25 LIBRARY COPIER CONTRA	pziemer					07/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			77.97			
41307653							
88883	CANON FINANCIAL SERVICE	06/22/2025	07/09/2025	19.73	19.73	Open	N
	7/1/25-7/31/25 COPIER CONTRACT FAX	pziemer					07/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			19.73			
29096708							
88911	CANON FINANCIAL SERVICE	06/01/2025	07/09/2025	77.97	77.97	Open	N
	LIBRARY COPIER CONTRACT - MISSING IN	pziemer					07/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			77.97			
Total for vendor 0102 - CANON FINANCIAL SERVICE:				256.36	256.36		
Vendor 0447 - CDW GOVERNMENT, INC:							
AE58U2V							
88730	CDW GOVERNMENT, INC	06/13/2025	07/09/2025	158.84	158.84	Open	N
	DELL WALL, KEYBOARD, WEBCAM	pziemer					07/09/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			158.84			
AE6CG6M							
88731	CDW GOVERNMENT, INC	06/16/2025	07/09/2025	813.18	813.18	Open	N
	DELL PRO MICRO	pziemer					07/09/2025

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			813.18			
	Total for vendor 0447 - CDW GOVERNMENT, INC:			972.02	972.02		

Vendor 0307 - CENTERPOINT ENERGY:

92166-0/JUN25/CH							
88876	CENTERPOINT ENERGY	06/24/2025	07/09/2025	309.11	309.11	Open	N
	5/14/25-6/16/25 CITY HALL/ANNEX UTIL	pziemer					07/09/2025
101-1940-43380	UTILITIES			245.06			
101-1940-43380	UTILITIES			64.05			
92166-0/JUN25/STRTS							
88877	CENTERPOINT ENERGY	06/24/2025	07/09/2025	204.63	204.63	Open	N
	5/14/25-6/16/25 STREET DEPT UTILITIE	pziemer					07/09/2025
235-3100-43380	UTILITIES			204.63			
92166-0/JUN25/PKS							
88878	CENTERPOINT ENERGY	06/24/2025	07/09/2025	204.64	204.64	Open	N
	5/14/25-6/16/25 PARKS UTILITIES	pziemer					07/09/2025
230-5200-43380	UTILITIES			204.64			
92166-0/JUN25/FD							
88879	CENTERPOINT ENERGY	06/24/2025	07/09/2025	95.46	95.46	Open	N
	5/14/25-6/16/25 FIRE DEPT UTILITIES	pziemer					07/09/2025
225-2220-43380	UTILITIES			56.37			
225-2220-43380	UTILITIES			39.09			
92166-0/JUN25/PD							
88880	CENTERPOINT ENERGY	06/24/2025	07/09/2025	25.80	25.80	Open	N
	5/14/25-6/16/25 POLICE DEPT UTILITIE	pziemer					07/09/2025
225-2120-43380	UTILITIES			25.80			
92166-0/JUN25/LIB							
88881	CENTERPOINT ENERGY	06/24/2025	07/09/2025	996.72	996.72	Open	N
	5/14/25-6/16/25 LIBRARY UTILITIES	pziemer					07/09/2025
211-5500-43380	UTILITIES			996.72			
	Total for vendor 0307 - CENTERPOINT ENERGY:			1,836.36	1,836.36		

Vendor 0849 - CENTRAL LAKES COLLEGE :

C10000010967							
88705	CENTRAL LAKES COLLEGE	06/12/2025	07/09/2025	39,173.06	39,173.06	Open	N
	CABLE TV PEG CHANNEL OPERATIONS COST	pziemer					07/09/2025
101-9200-43434	MEETING BROADCAST EXPENDITURES			39,173.06			
	Total for vendor 0849 - CENTRAL LAKES COLLEGE :			39,173.06	39,173.06		

Vendor 1343 - CHARTER COMMUNICATIONS:

175587701062125							
88894	CHARTER COMMUNICATIONS	06/21/2025	07/09/2025	46.51	46.51	Open	N
	BUSINESS TV	pziemer					07/09/2025
225-2120-43380	UTILITIES			46.51			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 1343 - CHARTER COMMUNICATIONS:				46.51	46.51		
Vendor 0229 - CLIFTONLARSONALLEN LLP:							
L251390873							
88922	CLIFTONLARSONALLEN LLP	06/24/2025	07/09/2025	17,325.00	17,325.00	Open	N
	2025 AUDIT - PROGRESS BILLING 4	pziemer					07/09/2025
101-9200-43300	PROFESSIONAL SERVICES			14,899.50			
260-9020-43300	PROFESSIONAL SERVICES			2,425.50			
L251334255							
88923	CLIFTONLARSONALLEN LLP	06/01/2025	07/09/2025	37,485.00	37,485.00	Open	N
	2024 AUDIT - PROGRESS BILLING 3	pziemer					07/09/2025
101-9200-43300	PROFESSIONAL SERVICES			31,972.50			
260-9020-43300	PROFESSIONAL SERVICES			5,512.50			
Total for vendor 0229 - CLIFTONLARSONALLEN LLP:				54,810.00	54,810.00		
Vendor 4269 - COLUMN SOFTWARE:							
425BB603-0123							
88739	COLUMN SOFTWARE	06/05/2025	07/09/2025	34.54	34.54	Open	N
	NOH: PROP. ORD 1586 CODE ENFORCEMENT	pziemer					07/09/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			34.54			
425BB603-0124							
88741	COLUMN SOFTWARE	06/09/2025	07/09/2025	71.50	71.50	Open	N
	NOH: WILLIAMS ST VACATION	pziemer					07/09/2025
101-1700-43350	PRINTING/LEGAL PUBLICATION			71.50			
425BB603-0125							
88742	COLUMN SOFTWARE	06/09/2025	07/09/2025	66.90	66.90	Open	N
	NOH: BLOCK 164 ALLEY VACATION	pziemer					07/09/2025
101-1700-43350	PRINTING/LEGAL PUBLICATION			66.90			
425BB603-0126							
88743	COLUMN SOFTWARE	06/17/2025	07/09/2025	202.40	202.40	Open	N
	ORD 1585 AUTO DEALERS STORAGE	pziemer					07/09/2025
101-9200-43350	LEGAL PUBLICATIONS			202.40			
425BB603-0127							
88744	COLUMN SOFTWARE	06/17/2025	07/09/2025	148.59	148.59	Open	N
	ORD 1587 OFF STREET PARKING	pziemer					07/09/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			148.59			
425BB603-0128							
88745	COLUMN SOFTWARE	06/17/2025	07/09/2025	157.92	157.92	Open	N
	ORD 1584: ST. FRANCIS ZONING	pziemer					07/09/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			157.92			
Total for vendor 4269 - COLUMN SOFTWARE:				681.85	681.85		
Vendor 3776 - CORE & MAIN LP:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
X188522							
88748	CORE & MAIN LP	06/23/2025	07/09/2025	1,678.20	1,678.20	Open	N
	REPLACEMENT HAND PUMP - LUM PARK	pziemer					07/09/2025
	230-5200-42220			1,678.20			
	REPAIR & MAINT						
	Total for vendor 3776 - CORE & MAIN LP:			1,678.20	1,678.20		
Vendor 0900 - CUB FOODS - BRAINERD:							
TRX 198034							
88939	CUB FOODS - BRAINERD	07/02/2025	07/09/2025	26.93	26.93	Open	N
	PARADE SUPPLIES	pziemer					07/09/2025
	225-2120-42209			26.93			
	SAFETY EQUIPMENT SUPPLIES						
	Total for vendor 0900 - CUB FOODS - BRAINERD:			26.93	26.93		
Vendor 0136 - CWC ATTORNEY - FORFEITURE FUND:							
ICR 25002596							
88732	CWC ATTORNEY - FORFEITURE FUND	06/24/2025	07/09/2025	353.20	353.20	Open	N
	ICR 25002596	pziemer					07/09/2025
	223-0000-22800			353.20			
	OTHER LIABILITIES						
	Total for vendor 0136 - CWC ATTORNEY - FORFEITURE FUND:			353.20	353.20		
Vendor 0133 - CWC RECORDER:							
25-5921							
88903	CWC RECORDER	06/26/2025	07/09/2025	92.00	92.00	Open	N
	GREENWOOD ST. VARIANCE	pziemer					07/09/2025
	101-2400-43350			92.00			
	PRINTING/LEGAL PUBLICATION						
	Total for vendor 0133 - CWC RECORDER:			92.00	92.00		
Vendor 0135 - CWC TREASURER:							
8470/LIB							
88898	CWC TREASURER	07/01/2025	07/09/2025	675.00	675.00	Open	N
	SHARED SERVICES - LIBRARY	pziemer					07/09/2025
	211-5500-43300			675.00			
	PROFESSIONAL SERVICES						
8470/CH							
88899	CWC TREASURER	07/01/2025	07/09/2025	7,975.00	7,975.00	Open	N
	SHARED SERVICES - CITY HALL	pziemer					07/09/2025
	101-9200-43300			7,975.00			
	PROFESSIONAL SERVICES						
	Total for vendor 0135 - CWC TREASURER:			8,650.00	8,650.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2497747							
88687	DAHLHEIMER BEVERAGE	06/18/2025	07/09/2025	20.60	20.60	Open	N
	GARBAGE BAGS	pziemer					07/09/2025
	211-5500-42220			20.60			
	REPAIR & MAINT						

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				20.60	20.60		
Vendor 3502 - DAKOTA MAILING:							
82827							
88833	DAKOTA MAILING	06/23/2025	07/09/2025	165.72	165.72	Open	N
	RED POSTAGE INK	pziemer					07/09/2025
101-1940-42200	OFFICE SUPPLIES			165.72			
Total for vendor 3502 - DAKOTA MAILING:				165.72	165.72		
Vendor 4405 - DAVID SIMON CONSTRUCTION LLC:							
1816 PINE ST - FINAL							
88666	DAVID SIMON CONSTRUCTION LLC	06/16/2025	07/09/2025	15,954.38	15,954.38	Open	N
	SCDP FINAL - 1816 PINE STREET	pziemer					07/09/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			15,954.38			
Total for vendor 4405 - DAVID SIMON CONSTRUCTION LLC:				15,954.38	15,954.38		
Vendor 1381 - DECHANTAL EXCAVATING LLC:							
24-07 PAY REQ 1							
88851	DECHANTAL EXCAVATING LLC	06/27/2025	07/09/2025	111,809.49	111,809.49	Open	N
	24-07 LOWELL SRTS - PAY REQ 1	pziemer					07/09/2025
401-9030-45530-24:07	CAPITAL-PYMTS TO CONTRACTS			111,809.49			
4932							
88934	DECHANTAL EXCAVATING LLC	06/15/2025	07/09/2025	111,649.39	111,649.39	Open	N
	SE 15TH/QUINCE ALLEY REPAIR	pziemer					07/09/2025
401-9030-45530-25:04	CAPITAL-PYMTS TO CONTRACTS			111,649.39			
Total for vendor 1381 - DECHANTAL EXCAVATING LLC:				223,458.88	223,458.88		
Vendor 1573 - DELL MARKETING LP:							
10819951435							
88665	DELL MARKETING LP	06/14/2025	07/09/2025	180.57	180.57	Open	N
	COMPUTER POWER SUPPLY X3	pziemer					07/09/2025
101-1800-42220	REPAIR & MAINT			180.57			
Total for vendor 1573 - DELL MARKETING LP:				180.57	180.57		
Vendor 4363 - DERUYCK CONSTRUCTION:							
06222025							
88654	DERUYCK CONSTRUCTION	06/23/2025	07/09/2025	27,850.00	27,850.00	Open	N
	SCDP 1220 ROSEWOOD - FINAL	pziemer					07/09/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			27,850.00			
Total for vendor 4363 - DERUYCK CONSTRUCTION:				27,850.00	27,850.00		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
JUNE 2025							
88726	DESTINATION DOWNTOWN BRAINERD COALI	06/24/2025	07/09/2025	833.34	833.34	Open	N
	2025 EDA CONSULTING SVCS	pziemer					07/09/2025
	295-6510-43300	PROFESSIONAL SERVICES		833.34			
	Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:			833.34	833.34		

Vendor 4375 - DSC COMMUNICATIONS:

2506956							
88933	DSC COMMUNICATIONS	06/30/2025	07/09/2025	340.75	340.75	Open	N
	RADIO/PAGER REPAIRS	pziemer					07/09/2025
	225-2220-42220	REPAIR & MAINT		340.75			
	Total for vendor 4375 - DSC COMMUNICATIONS:			340.75	340.75		

Vendor 3353 - DTM FLEET SERVICE:

2515							
88699	DTM FLEET SERVICE	06/19/2025	07/09/2025	6,201.30	6,201.30	Open	N
	418 NEW SQUAD BUILD	pziemer					07/09/2025
	400-2120-45500	POLICE CAPITAL OUTLAY		6,201.30			
2532							
88940	DTM FLEET SERVICE	07/01/2025	07/09/2025	475.00	475.00	Open	N
	SQD 446 NEW SQUAD BUILD	pziemer					07/09/2025
	400-2120-45500	POLICE CAPITAL OUTLAY		475.00			
	Total for vendor 3353 - DTM FLEET SERVICE:			6,676.30	6,676.30		

Vendor 0170 - FASTENAL COMPANY:

MNBAX273988							
88660	FASTENAL COMPANY	06/04/2025	07/09/2025	44.82	44.82	Open	N
	FOAM EAR PLUGS	pziemer					07/09/2025
	230-5200-42209	SAFETY EQUIPMENT SUPPLIES		44.82			
MNBAX274093							
88728	FASTENAL COMPANY	06/10/2025	07/09/2025	29.62	29.62	Open	N
	MEMORIAL BENCH INSTALLATION	pziemer					07/09/2025
	230-5225-42220	REPAIR & MAINT		29.62			
MNBAX272482							
88729	FASTENAL COMPANY	06/01/2025	07/09/2025	(19.12)	(19.12)	Open	N
	RETURN - ANCHORS	pziemer					07/09/2025
	230-5200-42220	REPAIR & MAINT		(19.12)			
	Total for vendor 0170 - FASTENAL COMPANY:			55.32	55.32		

Vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:

2109:015349							
88684	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	137.76	137.76	Open	N
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
230-5204-42210	OPERATING SUPPLIES			137.76			
2109:015353							
88685	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	99.36	99.36	Open	N
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			99.36			
2109:015351							
88713	FIRST CHOICE FOOD & BEVERAGE	06/13/2025	07/09/2025	367.92	367.92	Open	N
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			367.92			
2109:015390							
88719	FIRST CHOICE FOOD & BEVERAGE	06/18/2025	07/09/2025	38.40	38.40	Open	N
	CONCESSIONS - BEVERAGE	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			38.40			
2109:015392							
88720	FIRST CHOICE FOOD & BEVERAGE	06/18/2025	07/09/2025	306.72	306.72	Open	N
	CONCESSIONS - BEVERAGES	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			306.72			
Total for vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:				950.16	950.16		

Vendor 0181 - FLEXIBLE PIPE TOOL CO:

31430							
88718	FLEXIBLE PIPE TOOL CO	06/05/2025	07/09/2025	9,475.95	9,475.95	Open	N
	SEWER CAMERA	pziemer					07/09/2025
237-0000-16400	FA - MACHINERY & EQUIPMENT			9,475.95			
Total for vendor 0181 - FLEXIBLE PIPE TOOL CO:				9,475.95	9,475.95		

Vendor 0200 - HEARTLAND ANIMAL RESCUE:

JUNE 2025							
88936	HEARTLAND ANIMAL RESCUE	06/30/2025	07/09/2025	11,075.33	11,075.33	Open	N
	JUN 25 ADMIN/BOARDING - HOARDING	pziemer					07/09/2025
225-2700-43430	MISCELLANEOUS			9,156.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:				11,075.33	11,075.33		

Vendor 0209 - HEARTLAND TIRE INC.:

3058182							
88668	HEARTLAND TIRE INC.	06/13/2025	07/09/2025	30.00	30.00	Open	N
	SQD 411 TIRE REPAIR	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			30.00			
15029693							
88929	HEARTLAND TIRE INC.	06/01/2025	07/09/2025	162.00	162.00	Open	N
	E3/T1 AIR UP TIRES	pziemer					07/09/2025
225-2220-42220	REPAIR & MAINT			162.00			
Total for vendor 0209 - HEARTLAND TIRE INC.:				192.00	192.00		

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Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0203 - HOLDEN ELECTRIC:							
80544 88837	HOLDEN ELECTRIC REPAIR LIGHTS MMP	06/26/2025 pziemer	07/09/2025	1,126.25	1,126.25	Open	N 07/09/2025
230-5200-42220	REPAIR & MAINT			1,126.25			
Total for vendor 0203 - HOLDEN ELECTRIC:				1,126.25	1,126.25		
Vendor 0769 - HYTEC CONSTRUCTION INC:							
15157 88905	HYTEC CONSTRUCTION INC FINAL - LUM PARK PAVILLIONS	06/26/2025 pziemer	07/09/2025	15,375.00	15,375.00	Open	N 07/09/2025
400-9050-45530	CAPITAL - OTHER			15,375.00			
15160 88906	HYTEC CONSTRUCTION INC BRD PD EXTERIOR PAY REQ 4	06/26/2025 pziemer	07/09/2025	85,308.10	85,308.10	Open	N 07/09/2025
400-9050-45530	CAPITAL - OTHER			85,308.10			
Total for vendor 0769 - HYTEC CONSTRUCTION INC:				100,683.10	100,683.10		
Vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:							
45462 88932	INDEPENDENT TESTING TECHNOLOGIES 25:06 JUNE 2025 TESTINGS	06/30/2025 pziemer	07/09/2025	920.00	920.00	Open	N 07/09/2025
401-9030-43300-25:06	PROFESSIONAL SERVICES			920.00			
Total for vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:				920.00	920.00		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4869471 88852	INNOVATIVE OFFICE SOLUTIONS LLC RECORDS TONER	06/27/2025 pziemer	07/09/2025	76.10	76.10	Open	N 07/09/2025
225-2120-42200	OFFICE SUPPLIES			76.10			
Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:				76.10	76.10		
Vendor 3488 - JEFFERSON FIRE & SAFETY:							
IN328313 88693	JEFFERSON FIRE & SAFETY ROPE RESCUE EQUIPMENT	06/17/2025 pziemer	07/09/2025	414.62	414.62	Open	N 07/09/2025
225-2220-42210	OPERATING SUPPLIES			414.62			
IN325468 88695	JEFFERSON FIRE & SAFETY STRUCTURE BOOTS - J.SCHELLIN	06/17/2025 pziemer	07/09/2025	349.07	349.07	Open	N 07/09/2025
225-2220-42250	PERSONAL PROTECTIVE GEAR			349.07			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
IN326968							
88696	JEFFERSON FIRE & SAFETY	06/01/2025	07/09/2025	9,764.64	9,764.64	Open	N
	FIRE HOSE X30	pziemer					07/09/2025
225-2220-42210	OPERATING SUPPLIES			9,764.64			
	Total for vendor 3488 - JEFFERSON FIRE & SAFETY:			10,528.33	10,528.33		

Vendor 4360 - JOHNSON, BRYCE:

6/11/25							
88874	JOHNSON, BRYCE	06/11/2025	07/09/2025	147.50	147.50	Open	N
	REIMB MEALS - DRE CERTIFICATION	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			147.50			
	Total for vendor 4360 - JOHNSON, BRYCE:			147.50	147.50		

Vendor 0017 - KEVTEL CORPORATION:

I-06052025							
88674	KEVTEL CORPORATION	06/17/2025	07/09/2025	86.00	86.00	Open	N
	RADIO MICROPHONES	pziemer					07/09/2025
203-9000-42210	OPERATING SUPPLIES			86.00			
	Total for vendor 0017 - KEVTEL CORPORATION:			86.00	86.00		

Vendor 1512 - KIRVIDA FIRE INC:

13325							
88671	KIRVIDA FIRE INC	06/01/2025	07/09/2025	310.67	310.67	Open	N
	E23 REPAIR	pziemer					07/09/2025
225-2220-42220	REPAIR & MAINT			310.67			
	Total for vendor 1512 - KIRVIDA FIRE INC:			310.67	310.67		

Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:

6/13/25							
88757	KITCHIGAMI REGIONAL LIBRARY - CC	06/13/2025	07/09/2025	195.90	195.90	Open	N
	REMIT LIB CC CHARGES THRU 6/13/25	pziemer					07/09/2025
211-0000-20800	DUE TO OTHER GOVT UNITS			195.90			
	Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:			195.90	195.90		

Vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:

123676							
88750	LAKES AREA LOCK & DOOR HARDWARE, IN	06/01/2025	07/09/2025	159.97	159.97	Open	N
	REPAIR DEADBOLT - JAYCEES 2024	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			159.97			
	Total for vendor 3418 - LAKES AREA LOCK & DOOR HARDWARE, IN:			159.97	159.97		

Vendor 3627 - LAKES AREA WILDLIFE CONTROL:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
JUNE 2025							
88723	LAKES AREA WILDLIFE CONTROL	06/24/2025	07/09/2025	3,263.00	3,263.00	Open	N
	JUN 25 ANIMAL CONTROL CONTRACT	pziemer					07/09/2025
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:

39234							
88681	LAMS INC	06/17/2025	07/09/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					07/09/2025
101-1940-43410	RENTAL EXPENSE			48.64			
39337							
88682	LAMS INC	06/17/2025	07/09/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					07/09/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
39235							
88895	LAMS INC	07/01/2025	07/09/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					07/09/2025
101-1940-43410	RENTAL EXPENSE			48.64			
39338							
88896	LAMS INC	07/01/2025	07/09/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					07/09/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
	Total for vendor 3469 - LAMS INC:			215.04	215.04		

Vendor MISC - LEVEL CONTRACTING LLC:

BFG25-0004							
88707	LEVEL CONTRACTING LLC	06/23/2025	07/09/2025	6,500.00	6,500.00	Open	N
	BD BOND REFUND: 874 HOLTON AVE	pziemer					07/09/2025
101-0000-20600	BFG25-0004			6,500.00			
BFG25-0003							
88708	LEVEL CONTRACTING LLC	06/23/2025	07/09/2025	6,500.00	6,500.00	Open	N
	BD BOND REFUND: 884 HOLTON	pziemer					07/09/2025
101-0000-20600	BFG25-0003			6,500.00			
	Total for vendor MISC - LEVEL CONTRACTING LLC:			13,000.00	13,000.00		

Vendor 0239 - MACQUEEN EQUIPMENT INC:

P65843							
88760	MACQUEEN EQUIPMENT INC	06/26/2025	07/09/2025	303.09	303.09	Open	N
	VAC TRUCK WATER TANK FILL HOSE	pziemer					07/09/2025
237-3190-42220	REPAIR & MAINT			303.09			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
P65910							
88850	MACQUEEN EQUIPMENT INC	06/27/2025	07/09/2025	1,267.24	1,267.24	Open	N
	VAC TRUCK JETTING TOOL - SHIPPING	pziemer					07/09/2025
	237-3190-42220 REPAIR & MAINT			1,267.24			
	Total for vendor 0239 - MACQUEEN EQUIPMENT INC:			1,570.33	1,570.33		

Vendor 1753 - MARCO - NW 7128:

INV13765485							
88077	MARCO - NW 7128	04/17/2025	07/09/2025	6,624.00	6,624.00	Open	N
	CISCO DUO 9/25/25-9/26/26	pziemer					07/09/2025
INV13999424							
88692	MARCO - NW 7128	06/19/2025	07/09/2025	1,315.82	1,315.82	Open	N
	UNIFY IT 6/19/25-7/18/25	pziemer					07/09/2025
	101-1800-43309 COMPUTER SUPPORT			1,200.68			
	260-9020-43309 COMPUTER SUPPORT			115.14			
INV14031076							
88855	MARCO - NW 7128	06/27/2025	07/09/2025	2,767.50	2,767.50	Open	N
	MICROSOFT 365 5/16/25-6/15/25	pziemer					07/09/2025
	101-1800-43309 COMPUTER SUPPORT			2,767.50			
	Total for vendor 1753 - MARCO - NW 7128:			10,707.32	10,707.32		

Vendor 2392 - MENARDS:

47122							
88709	MENARDS	06/12/2025	07/09/2025	63.98	63.98	Open	N
	PAVER LOCKING SAND - PARKS	pziemer					07/09/2025
	230-5200-42220 REPAIR & MAINT			63.98			
	Total for vendor 2392 - MENARDS:			63.98	63.98		

Vendor 0889 - MENARDS - BAXTER :

47194							
88714	MENARDS - BAXTER	06/13/2025	07/09/2025	22.98	22.98	Open	N
	MOP/PLUNGER	pziemer					07/09/2025
	230-5200-42220 REPAIR & MAINT			22.98			
46931							
88715	MENARDS - BAXTER	06/10/2025	07/09/2025	99.90	99.90	Open	N
	SHOVELS AND RAKES	pziemer					07/09/2025
	230-5200-42240 SMALL TOOLS			99.90			
	Total for vendor 0889 - MENARDS - BAXTER :			122.88	122.88		

Vendor 4422 - MHSRC/RANGE:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
337900-11975							
88868	MHSRC/RANGE	06/16/2025	07/09/2025	750.00	750.00	Open	N
	717 CG ROAD EVALUATION	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			750.00			
	Total for vendor 4422 - MHSRC/RANGE:			750.00	750.00		

Vendor 3394 - MIDWEST MACHINERY CO:

10528465							
88751	MIDWEST MACHINERY CO	06/26/2025	07/09/2025	9.60	9.60	Open	N
	MOWER BLADE X2	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			9.60			
	Total for vendor 3394 - MIDWEST MACHINERY CO:			9.60	9.60		

Vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:

2025279							
88943	MINNESOTA/WISCONSIN PLAYGROUND	07/03/2025	07/09/2025	1,237.67	1,237.67	Open	N
	MEMORIAL BENCH - LOREE BESSER	pziemer					07/09/2025
230-5225-42220	REPAIR & MAINT			1,237.67			
	Total for vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:			1,237.67	1,237.67		

Vendor 0264 - MN DEPT LABOR & INDUSTRY:

ABR0350135X							
88900	MN DEPT LABOR & INDUSTRY	06/01/2025	07/09/2025	10.00	10.00	Open	N
	PRESSURE VESSEL - POLICE DEPT	pziemer					07/09/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			10.00			
	Total for vendor 0264 - MN DEPT LABOR & INDUSTRY:			10.00	10.00		

Vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:

14262							
88694	MN FIRE SERVICE CERTIFICATION BOARD	06/12/2025	07/09/2025	131.00	131.00	Open	N
	INSTRUCTOR 1 EXAM: P. NELSON	pziemer					07/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			131.00			
14379							
88844	MN FIRE SERVICE CERTIFICATION BOARD	06/25/2025	07/09/2025	262.00	262.00	Open	N
	X2 FIRE OFFICER 1 EXAM D. BEESON, P.	pziemer					07/09/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			262.00			
	Total for vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:			393.00	393.00		

Vendor 0586 - MN STATE TREASURER:

ICR 25002596							
88733	MN STATE TREASURER	06/24/2025	07/09/2025	176.60	176.60	Open	N
	ICR 25002596	pziemer					07/09/2025
223-0000-22800	OTHER LIABILITIES			176.60			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 0586 - MN STATE TREASURER:				176.60	176.60		

Vendor 4385 - MOORE ENGINEERING INC:

SIN003109							
88904	MOORE ENGINEERING INC	06/27/2025	07/09/2025	16,308.75	16,308.75	Open	N
	23:14 STUDIES, DESIGN, SURVEY	pziemer					07/09/2025
401-9030-43300-23:14	PROFESSIONAL SERVICES			16,308.75			
Total for vendor 4385 - MOORE ENGINEERING INC:				16,308.75	16,308.75		

Vendor 1021 - MOTOROLA:

8282144826							
88845	MOTOROLA	06/05/2025	07/09/2025	11,936.96	11,936.96	Open	N
	QTY 2 PORTABLE RADIOS	pziemer					07/09/2025
404-9055-45580	CAPITAL - RADIOS & PAGERS			11,936.96			
8282145406							
88846	MOTOROLA	06/06/2025	07/09/2025	2,304.86	2,304.86	Open	N
	PORTABLE MICS AND MULTI PORT RADIO C/pziemer						07/09/2025
404-9055-45580	CAPITAL - RADIOS & PAGERS			2,304.86			
Total for vendor 1021 - MOTOROLA:				14,241.82	14,241.82		

Vendor 3168 - MOTORS-N-MORE:

31170							
88700	MOTORS-N-MORE	06/18/2025	07/09/2025	50.00	50.00	Open	N
	SQD 404 OIL CHANGE	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
31178							
88756	MOTORS-N-MORE	06/25/2025	07/09/2025	191.85	191.85	Open	N
	SQD 402 - OIL CHANGE, AIR FILTER, TIFpziemer						07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			191.85			
31186							
88875	MOTORS-N-MORE	06/30/2025	07/09/2025	50.00	50.00	Open	N
	SQD 415 OIL CHANGE/TIRE ROTATED	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
31189							
88941	MOTORS-N-MORE	07/02/2025	07/09/2025	212.00	212.00	Open	N
	SQD 444 AC REPAIR	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			212.00			
Total for vendor 3168 - MOTORS-N-MORE:				503.85	503.85		

Vendor 1449 - M-R SIGN CO., INC.:

228335							
88908	M-R SIGN CO., INC.	06/26/2025	07/09/2025	90.70	90.70	Open	N
	NO LIFE GUARD SIGNS	pziemer					07/09/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
230-5200-42220	REPAIR & MAINT			90.70			
228306							
88926	M-R SIGN CO., INC.	06/25/2025	07/09/2025	246.94	246.94	Open	N
	NO PARKING SIGNS	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			246.94			
Total for vendor 1449 - M-R SIGN CO., INC.:				337.64	337.64		

Vendor 0273 - NAPA AUTO PARTS:

815754							
88648	NAPA AUTO PARTS	06/17/2025	07/09/2025	211.42	211.42	Open	N
	TRUCK 106 OIL/FUEL FILTERS	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			211.42			
814636							
88649	NAPA AUTO PARTS	06/13/2025	07/09/2025	5,300.00	5,300.00	Open	N
	STREETS SCAN TOOL	pziemer					07/09/2025
400-3100-45500	STREET CAPITAL OUTLAY			5,300.00			
816802							
88650	NAPA AUTO PARTS	06/20/2025	07/09/2025	99.99	99.99	Open	N
	SPOT LIGHT	pziemer					07/09/2025
237-3190-42240	SMALL TOOLS			99.99			
812119							
88659	NAPA AUTO PARTS	06/05/2025	07/09/2025	999.99	999.99	Open	N
	TRUCK 160 DIRECTIONAL LIGHT BAR	pziemer					07/09/2025
235-3170-42210	OPERATING SUPPLIES			999.99			
818526							
88840	NAPA AUTO PARTS	06/26/2025	07/09/2025	39.99	39.99	Open	N
	HOSE PINCH PLIERS	pziemer					07/09/2025
235-3100-42240	SMALL TOOLS			39.99			
820311							
88930	NAPA AUTO PARTS	07/02/2025	07/09/2025	28.13	28.13	Open	N
	VEHICLE VINYL SHINE AND WASHER FLUID	pziemer					07/09/2025
225-2220-42210	OPERATING SUPPLIES			28.13			
Total for vendor 0273 - NAPA AUTO PARTS:				6,679.52	6,679.52		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

63702							
88688	NORTHLAND FIRE PROTECTION	06/20/2025	07/09/2025	320.00	320.00	Open	N
	ANNUAL SPRINKLER INSPECTION PD	pziemer					07/09/2025
225-2120-43300	PROFESSIONAL SERVICES			320.00			
Total for vendor 0736 - NORTHLAND FIRE PROTECTION:				320.00	320.00		

Vendor 0284 - OFFICE SHOP:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
1155755-0							
88662	OFFICE SHOP	06/10/2025	07/09/2025	17.43	17.43	Open	N
	LAMINATE POUCH	pziemer					07/09/2025
203-9000-42200	OFFICE SUPPLIES			17.43			
1155755-2							
88663	OFFICE SHOP	06/11/2025	07/09/2025	9.89	9.89	Open	N
	WHITE OUT	pziemer					07/09/2025
203-9000-42200	OFFICE SUPPLIES			9.89			
1155755-1							
88664	OFFICE SHOP	06/11/2025	07/09/2025	47.83	47.83	Open	N
	MARKERS/PENS	pziemer					07/09/2025
203-9000-42200	OFFICE SUPPLIES			47.83			
1155719-1							
88710	OFFICE SHOP	06/12/2025	07/09/2025	5.21	5.21	Open	N
	HIGHLIGHTERS - CONCESSIONS	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			5.21			
1156230-0							
88832	OFFICE SHOP	06/26/2025	07/09/2025	13.00	13.00	Open	N
	HANGING FILE FOLDERS	pziemer					07/09/2025
101-1940-42200	OFFICE SUPPLIES			13.00			
AR1936541							
88849	OFFICE SHOP	06/23/2025	07/09/2025	124.91	124.91	Open	N
	CONTRACT COPIER OVERAGES - LIBRARY	pziemer					07/09/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			124.91			
	Total for vendor 0284 - OFFICE SHOP:			218.27	218.27		

Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:

1647-361596							
88683	O'REILLY AUTOMOTIVE STORES INC.	06/13/2025	07/09/2025	5.25	5.25	Open	N
	FILTER - TORO FIELD GROOMER	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			5.25			
1647-362366							
88701	O'REILLY AUTOMOTIVE STORES INC.	06/16/2025	07/09/2025	18.98	18.98	Open	N
	SQD WASH SOAP	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			18.98			
1647-366243							
88942	O'REILLY AUTOMOTIVE STORES INC.	07/02/2025	07/09/2025	15.74	15.74	Open	N
	SQD 444 CABIN FILTER	pziemer					07/09/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			15.74			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			39.97	39.97		

Vendor 4423 - PETERS, NATHANAEL:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
6/11/25							
88902	PETERS, NATHANAEL	06/11/2025	07/09/2025	270.43	270.43	Open	N
	DRE CERTIFICATION - REIMBURSE EXP.	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			270.43			
	Total for vendor 4423 - PETERS, NATHANAEL:			270.43	270.43		

Vendor 1485 - QUICK CONSTRUCTION INC:

906 SE 12TH: DRAW 1							
88653	QUICK CONSTRUCTION INC	06/23/2025	07/09/2025	7,353.00	7,353.00	Open	N
	SCDP DRAW 1 - 906 SE 12TH ST	pziemer					07/09/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			4,532.00			
202-6323-45530	SE BRD - CAPITAL - OWNERS MATCH			2,821.00			
906 12TH: DRAW 2							
88758	QUICK CONSTRUCTION INC	06/26/2025	07/09/2025	19,567.00	19,567.00	Open	N
	CSDP DRAW 2 - 906 SE 12TH ST	pziemer					07/09/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			19,567.00			
	Total for vendor 1485 - QUICK CONSTRUCTION INC:			26,920.00	26,920.00		

Vendor 3413 - RATWIK, ROSZAK AND MALONEY:

79997							
88931	RATWIK, ROSZAK AND MALONEY	06/01/2025	07/09/2025	14,790.46	14,790.46	Open	N
	MAY 2025 RETAINER/SPECIAL SERVICES	pziemer					07/09/2025
101-1610-43301	CITY ATTORNEY			3,288.60			
101-0000-14100	DUE FROM COMPONENT UNIT			729.00			
203-9000-43300	PROFESSIONAL SERVICES			324.00			
260-9020-43304	LEGAL PROFESSIONAL SERVICES			792.00			
101-1610-43301	CITY ATTORNEY			1,650.60			
101-0000-14100	DUE FROM COMPONENT UNIT			3,491.20			
101-2400-43405	NUISANCES			396.00			
401-9030-43300-23:13	PROFESSIONAL SERVICES			3,435.06			
260-9020-43304	LEGAL PROFESSIONAL SERVICES			684.00			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			14,790.46	14,790.46		

Vendor 4419 - ROSALLINIS BRAINERD LLC:

100							
88735	ROSALLINIS BRAINERD LLC	06/09/2025	07/09/2025	582.00	582.00	Open	N
	MAY 2025 CONCESSION PIZZAS - LESS SA	pziemer					07/09/2025
230-5204-42210	OPERATING SUPPLIES			582.00			
	Total for vendor 4419 - ROSALLINIS BRAINERD LLC:			582.00	582.00		

Vendor 3793 - SAFETYFIRST PLAYGROUND EQUIPMENT:

9799							
88746	SAFETYFIRST PLAYGROUND EQUIPMENT	06/01/2025	07/09/2025	3,251.30	3,251.30	Open	N
	PLAYGROUND SURFACING	pziemer					07/09/2025
400-5200-45500	PARKS CAPITAL OUTLAY			3,251.30			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3793 - SAFETYFIRST PLAYGROUND EQUIPMENT:				3,251.30	3,251.30		
Vendor 2452 - SCHULZ, JAMES:							
6/16/25							
88717	SCHULZ, JAMES	06/16/2025	07/09/2025	17.23	17.23	Open	N
	REIMBURSE - PLUNGER PURCHASE	pziemer					07/09/2025
230-5200-42220	REPAIR & MAINT			17.23			
Total for vendor 2452 - SCHULZ, JAMES:				17.23	17.23		
Vendor 3612 - SEVERSON PORTER LAW:							
JUNE 2025							
88722	SEVERSON PORTER LAW	06/24/2025	07/09/2025	19,430.95	19,430.95	Open	N
	JUNE 25 PROSECUTION AGREEMENT	pziemer					07/09/2025
225-2127-43310	MISDEMEANOR PROSECUTOR			19,430.95			
Total for vendor 3612 - SEVERSON PORTER LAW:				19,430.95	19,430.95		
Vendor 0314 - SHANNON'S AUTO BODY:							
42105							
88749	SHANNON'S AUTO BODY	06/26/2025	07/09/2025	10,052.16	10,052.16	Open	N
	REPAIRS STREETS F250 - LMC CA430113	pziemer					07/09/2025
235-3100-42220	REPAIR & MAINT			10,052.16			
Total for vendor 0314 - SHANNON'S AUTO BODY:				10,052.16	10,052.16		
Vendor 0315 - SHERWIN WILLIAMS:							
8767-7							
88651	SHERWIN WILLIAMS	06/20/2025	07/07/2025	41.49	41.49	Open	N
	PAINT MACHINE TRIGGER GUARD - LESS S	pziemer					07/09/2025
235-3170-42220	REPAIR & MAINT			41.49			
8686-9							
88652	SHERWIN WILLIAMS	06/18/2025	07/09/2025	65.58	65.58	Open	N
	PAINT THINNER - LESS SALES TAX	pziemer					07/09/2025
235-3170-42220	REPAIR & MAINT			65.58			
1296-5							
88831	SHERWIN WILLIAMS	06/26/2025	07/09/2025	51.99	51.99	Open	N
	PAINT GUN TIP - LESS SALES TAX	pziemer					07/09/2025
235-3170-42210	OPERATING SUPPLIES			51.99			
Total for vendor 0315 - SHERWIN WILLIAMS:				159.06	159.06		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
489420							
88673	SHORT ELLIOTT HENDRICKSON	06/11/2025	07/09/2025	928.75	928.75	Open	N
	21:15 BUFFALO HILLS GULLY	pziemer					07/09/2025
401-9030-43300-21:15	PROFESSIONAL SERVICES			928.75			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
490210							
88838	SHORT ELLIOTT HENDRICKSON	06/17/2025	07/09/2025	3,955.49	3,955.49	Open	N
	23-13 WILLOW/S 6TH ROUNDABOUT THRU 5/pziemer						07/09/2025
401-9030-43300-23:13	PROFESSIONAL SERVICES			3,955.49			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			4,884.24	4,884.24		

Vendor 3138 - ST. LOUIS MRO INC.:

65300							
88734	ST. LOUIS MRO INC.	06/01/2025	07/09/2025	24.50	24.50	Open	N
	QTY 1 BACKGROUND	pziemer					07/09/2025
101-1800-43300	PROFESSIONAL SERVICES			24.50			
	Total for vendor 3138 - ST. LOUIS MRO INC.:			24.50	24.50		

Vendor 0322 - STREICHERS PROF EQUIP:

I1767172							
88702	STREICHERS PROF EQUIP	06/16/2025	07/09/2025	67.97	67.97	Open	N
	703 UNIFORM SHIRTS	pziemer					07/09/2025
225-2120-41113	UNIFORM ALLOWANCE			67.97			
I1767205							
88703	STREICHERS PROF EQUIP	06/16/2025	07/09/2025	54.99	54.99	Open	N
	703 UNIFORM SHIRTS	pziemer					07/09/2025
225-2120-41113	UNIFORM ALLOWANCE			54.99			
I1767398							
88704	STREICHERS PROF EQUIP	06/17/2025	07/09/2025	2.99	2.99	Open	N
	703 UNIFORM SHIRTS	pziemer					07/09/2025
225-2120-41113	UNIFORM ALLOWANCE			2.99			
I1766298							
88836	STREICHERS PROF EQUIP	06/06/2025	07/09/2025	11.99	11.99	Open	N
	715 - NAME PLATE	pziemer					07/09/2025
225-2120-41113	UNIFORM ALLOWANCE			11.99			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			137.94	137.94		

Vendor 3838 - SWANSON HASKAMP CONSULTING:

JUNE 2025							
88725	SWANSON HASKAMP CONSULTING	06/24/2025	07/09/2025	2,916.67	2,916.67	Open	N
	2025 EDA CONSULTING SERVICES	pziemer					07/09/2025
295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
	Total for vendor 3838 - SWANSON HASKAMP CONSULTING:			2,916.67	2,916.67		

Vendor 4382 - TOENYAN TREE SERVICE, LLC:

36							
88835	TOENYAN TREE SERVICE, LLC	06/23/2025	07/09/2025	8,500.00	8,500.00	Open	N
	ASH TREE REMOVALS	pziemer					07/09/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
235-3100-43300	DNR - USD/PROFESSIONAL SERVICES			8,500.00			
	Total for vendor 4382 - TOENYAN TREE SERVICE, LLC:			8,500.00	8,500.00		
Vendor 3428 - TURFCARE, INC.:							
5944							
88910	TURFCARE, INC.	06/30/2025	07/09/2025	237.25	237.25	Open	N
	STATION 2 - ROUND 3 LAWN CARE	pziemer					07/09/2025
225-2220-43300	PROFESSIONAL SERVICES			237.25			
5995							
88925	TURFCARE, INC.	07/01/2025	07/09/2025	153.25	153.25	Open	N
	STATION 1 - LAWN CARE ROUND 3	pziemer					07/09/2025
225-2220-43300	PROFESSIONAL SERVICES			153.25			
	Total for vendor 3428 - TURFCARE, INC.:			390.50	390.50		
Vendor 0039 - VESTIS:							
2530414710							
88658	VESTIS	06/12/2025	07/09/2025	66.85	66.85	Open	N
	RUGS AND OVERALLS	pziemer					07/09/2025
235-3100-43430	MISCELLANEOUS			66.85			
2530417339							
88689	VESTIS	06/19/2025	07/09/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					07/09/2025
235-3100-43430	MISCELLANEOUS			91.58			
2530419891							
88839	VESTIS	06/26/2025	07/09/2025	68.85	68.85	Open	N
	RUGS AND OVERALLS	pziemer					07/09/2025
235-3100-43430	MISCELLANEOUS			68.85			
2530422502							
88935	VESTIS	07/03/2025	07/09/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					07/09/2025
235-3100-43430	MISCELLANEOUS			91.58			
	Total for vendor 0039 - VESTIS:			318.86	318.86		
Vendor 0087 - VISIT BRAINERD:							
JUNE 2025							
88724	VISIT BRAINERD	06/24/2025	07/09/2025	5,258.33	5,258.33	Open	N
	2025 EDA CONSULTING SERVICES	pziemer					07/09/2025
295-6510-43300	PROFESSIONAL SERVICES			5,258.33			
APR 25 LODGING							
88920	VISIT BRAINERD	07/02/2025	07/09/2025	1,187.38	1,187.38	Open	N
	REMIT APRIL 2025 LODGING TAX	pziemer					07/09/2025
101-9200-43340	LODGING TAX REMIT/PR			1,187.38			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
MAY 25 LODGING							
88921	VISIT BRAINERD	07/02/2025	07/09/2025	1,711.60	1,711.60	Open	N
	REMIT MAY 2025 LODGING TAX	pziemer					07/09/2025
101-9200-43340	LODGING TAX REMIT/PR			1,711.60			
	Total for vendor 0087 - VISIT BRAINERD:			8,157.31	8,157.31		

Vendor 0349 - W.W. THOMPSON CONCRETE:

2506-772655

88656	W.W. THOMPSON CONCRETE	06/11/2025	07/09/2025	14.00	14.00	Open	N
	STORM SEWER STRUCTURE REPAIR	pziemer					07/09/2025
238-3160-42220	REPAIR & MAINT			14.00			
	Total for vendor 0349 - W.W. THOMPSON CONCRETE:			14.00	14.00		

Vendor 0344 - WASTE PARTNERS INC:

56X01197

88912	WASTE PARTNERS INC	06/30/2025	07/09/2025	128.70	128.70	Open	N
	JUN 25 FIRE DEPT WASTE	pziemer					07/09/2025
225-2220-43380	UTILITIES			128.70			

56X01198

88913	WASTE PARTNERS INC	06/30/2025	07/09/2025	163.05	163.05	Open	N
	JUN 25 CITY HALL WASTE	pziemer					07/09/2025
101-1940-43380	UTILITIES			163.05			

56X01199

88914	WASTE PARTNERS INC	06/30/2025	07/09/2025	276.12	276.12	Open	N
	JUN 25 DOWNTOWN WASTE	pziemer					07/09/2025
401-1003-43300	PROFESSIONAL SERVICES			276.12			

56X01200

88915	WASTE PARTNERS INC	06/30/2025	07/09/2025	157.70	157.70	Open	N
	JUN 25 POLICE DEPT WASTE	pziemer					07/09/2025
225-2120-43380	UTILITIES			157.70			

56X01201

88916	WASTE PARTNERS INC	06/30/2025	07/09/2025	76.05	76.05	Open	N
	JUN 25 WASTE OIL LOCATION	pziemer					07/09/2025
227-3230-43428	USED OIL RECYCLING EXPENSE			76.05			

56X01202

88917	WASTE PARTNERS INC	06/30/2025	07/09/2025	936.00	936.00	Open	N
	JUN 25 PARKS DEPT WASTE	pziemer					07/09/2025
230-5200-43380	UTILITIES			936.00			

56X01195

88918	WASTE PARTNERS INC	06/30/2025	07/09/2025	196.56	196.56	Open	N
	JUN 25 CAMPGROUND WASTE	pziemer					07/09/2025
230-5280-43380	UTILITIES			196.56			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
56X01196							
88919	WASTE PARTNERS INC	06/30/2025	07/09/2025	128.70	128.70	Open	N
	JUN 25 PW GARAGE WASTE	pziemer					07/09/2025
	235-3100-43380 UTILITIES			64.35			
	230-5200-43380 UTILITIES			64.35			
Total for vendor 0344 - WASTE PARTNERS INC:				2,062.88	2,062.88		

Vendor 3914 - WATSON COMPANY:

150329							
88752	WATSON COMPANY	06/17/2025	07/09/2025	104.75	104.75	Open	N
	CONCESSIONS - CANDY/SEEDS	pziemer					07/09/2025
	230-5204-42210 OPERATING SUPPLIES			104.75			
150330							
88753	WATSON COMPANY	06/17/2025	07/09/2025	126.77	126.77	Open	N
	CONCESSIONS - CANDY, CHIPS	pziemer					07/09/2025
	230-5204-42210 OPERATING SUPPLIES			126.77			
150328							
88754	WATSON COMPANY	06/17/2025	07/09/2025	279.57	279.57	Open	N
	CONCESSIONS - CANDY, SEEDS, CHEESE C	pziemer					07/09/2025
	230-5204-42210 OPERATING SUPPLIES			279.57			
Total for vendor 3914 - WATSON COMPANY:				511.09	511.09		

Vendor 0888 - WEST BRAINERD AUTO SERVICE:

049692							
88669	WEST BRAINERD AUTO SERVICE	06/13/2025	07/09/2025	25.00	25.00	Open	N
	SQD 411 TOW	pziemer					07/09/2025
	225-2120-42221 SQUAD CAR REPAIR SUPPLIES			25.00			
049695							
88670	WEST BRAINERD AUTO SERVICE	06/14/2025	07/09/2025	122.50	122.50	Open	N
	TOW - FLEEING ICR 25008479	pziemer					07/09/2025
	225-2120-42210 OPERATING SUPPLIES			122.50			
Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:				147.50	147.50		

Vendor 4296 - WHITE CAP L.P.:

50031902167							
88901	WHITE CAP L.P.	06/17/2025	07/09/2025	26.59	26.59	Open	N
	WOOD MULCH	pziemer					07/09/2025
	235-3100-42220 REPAIR & MAINT			26.59			
Total for vendor 4296 - WHITE CAP L.P.:				26.59	26.59		

Vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
I27946							
88672	WRUCK SEWER & PORTABLE RENTAL LLC	06/09/2025	07/09/2025	470.00	470.00	Open	N
	MAY 2025 PORTABLE RENTALS	pziemer					07/09/2025
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5200-43410	RENTAL EXPENSE		335.00			
	Total for vendor 4305 - WRUCK SEWER & PORTABLE RENTAL LLC:			470.00	470.00		

Vendor 1712 - WSB & ASSOCIATES:

R-028470-000-3							
88675	WSB & ASSOCIATES	06/16/2025	07/09/2025	3,065.25	3,065.25	Open	N
	M ST STORM SEWER OUTFALL MAY 2025	pziemer					07/09/2025
	401-9030-43300-24:08	PROFESSIONAL SERVICES		3,065.25			
R-026252-000-11							
88686	WSB & ASSOCIATES	06/17/2025	07/09/2025	3,118.25	3,118.25	Open	N
	24:07 LOWELL SRTS MAY 2025	pziemer					07/09/2025
	401-9030-43300-24:07	PROFESSIONAL SERVICES		3,118.25			
R-025844-000-7							
88691	WSB & ASSOCIATES	06/20/2025	07/09/2025	630.00	630.00	Open	N
	ARPA PROJECTS MAY 2025	pziemer					07/09/2025
	400-9050-43300	PROFESSIONAL SERVICES		630.00			
	Total for vendor 1712 - WSB & ASSOCIATES:			6,813.50	6,813.50		

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Vendor 3698 - AMAZON:

6/1/25							
88812	AMAZON	06/01/2025	07/09/2025	387.03	387.03	Open	N
	AWS MAY 2025	pziemer					07/09/2025
	101-1800-43309	COMPUTER SUPPORT		387.03			
6/12/25							
88828	AMAZON	06/12/2025	07/09/2025	22.97	22.97	Open	N
	SCREEN PROTECTOR IPADS	pziemer					07/09/2025
	101-1800-42210	OPERATING SUPPLIES		22.97			
6/17-25 - 4							
88829	AMAZON	06/17/2025	07/09/2025	16.17	16.17	Open	N
	MOVIES IN THE PARK - RENTAL/GOONIES	pziemer					07/09/2025
	230-5211-42210	OPERATING SUPPLIES		16.17			
6/13/25							
88830	AMAZON	06/13/2025	07/09/2025	16.98	16.98	Open	N
	KEY RING LABEL TAGS	pziemer					07/09/2025
	230-5200-42220	REPAIR & MAINT		16.98			
	Total for vendor 3698 - AMAZON:			443.15	443.15		

Vendor 0133 - CWC RECORDER:

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	GL Distribution GRANT						

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

6/10/25							
88814	CWC RECORDER	06/10/2025	07/09/2025	10.00	10.00	Open	N
	1-DAY SELF SERVICE - CDD LOOKUP	pziemer					07/09/2025
101-2400-43433	DUES & SUBSCRIPTIONS			10.00			
	Total for vendor 0133 - CWC RECORDER:			10.00	10.00		

Vendor 1289 - INT'L CODE COUNCIL:

6/12/25							
88815	INT'L CODE COUNCIL	06/12/2025	07/09/2025	170.00	170.00	Open	N
	2025 MEMBERSHIP D.DESETH	pziemer					07/09/2025
101-2400-43433	DUES & SUBSCRIPTIONS			170.00			
	Total for vendor 1289 - INT'L CODE COUNCIL:			170.00	170.00		

Vendor 0267 - MN POLLUTION CONTROL AGENCY:

6/6/25							
88813	MN POLLUTION CONTROL AGENCY	06/06/2025	07/09/2025	408.60	408.60	Open	N
	17-12 WRIGHT/10TH - CONST. PERMIT FE	pziemer					07/09/2025
401-1712-43300	PROFESSIONAL SERVICES			408.60			
	Total for vendor 0267 - MN POLLUTION CONTROL AGENCY:			408.60	408.60		

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

5/28/25							
88817	MN SOCIETY'S OF CPA'S	06/01/2025	07/09/2025	293.00	293.00	Open	N
	2025 CPE CLASSES - C.HILLMAN	pziemer					07/09/2025
101-1400-43330	PROFESSIONAL DEVELOPMENT			293.00			
	Total for vendor 2610 - MN SOCIETY'S OF CPA'S:			293.00	293.00		

Vendor MISC - SURVEY MONKEY:

6/12/25							
88909	SURVEY MONKEY	06/12/2025	07/09/2025	468.00	468.00	Open	N
	SURVEY MONKEY 7/12/25-6/11/26	pziemer					07/09/2025
101-9200-43430	MISCELLANEOUS			468.00			
	Total for vendor MISC - SURVEY MONKEY:			468.00	468.00		

Vendor 3697 - USPS:

6/12/25							
88820	USPS	06/12/2025	07/09/2025	26.67	26.67	Open	N
	POSTAGE FOR TICKETS	pziemer					07/09/2025
203-9000-43322	POSTAGE			26.67			

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GL Distribution GRANT
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6/13/25							
88821	USPS	06/13/2025	07/09/2025	38.72	38.72	Open	N
	MAILING - DUMIRES ANNEXATION	pziemer					07/09/2025
101-2400-43322	POSTAGE			38.72			
Total for vendor 3697 - USPS:				65.39	65.39		

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

6/18/25							
88816	ZOOM VIDEO COMMUNICATIONS	06/18/2025	07/09/2025	33.98	33.98	Open	N
	ZOOM 6/18/25-7/17/25	pziemer					07/09/2025
101-1800-43309	COMPUTER SUPPORT			33.98			
Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:				33.98	33.98		

Total PCard: 2257 U.S. BANK Card Holder: CITY HALL	1,892.12	1,892.12
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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: FIRE							
Vendor 3885 - THE UPS STORE:							
6/5/25							
88842	THE UPS STORE	06/05/2025	07/09/2025	29.27	29.27	Open	N
	GAS MONITOR CALIBRATION SHIPPING	pziemer					07/09/2025
225-2220-42220	REPAIR & MAINT			29.27			
	Total for vendor 3885 - THE UPS STORE:			29.27	29.27		
Vendor MISC - WITMER:							
5/30/25							
88843	WITMER	06/01/2025	07/09/2025	272.76	272.76	Open	N
	HELMET NAME FRONTS	pziemer					07/09/2025
225-2220-42250	PERSONAL PROTECTIVE GEAR			272.76			
	Total for vendor MISC - WITMER:			272.76	272.76		
Total PCard: 2257 U.S. BANK Card Holder: FIRE				302.03	302.03		

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	GL Distribution GRANT						

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Vendor 0533 - ALLEGRA:

5/29/25

88867

ALLEGRA

06/01/2025

07/09/2025

289.81

289.81

Open

N

PATRON HANDOUTS

pziemer

07/09/2025

211-5503-43430

MISC - USE OF HOLDEN TRUST

289.81

Total for vendor 0533 - ALLEGRA:

289.81

289.81

Vendor 3698 - AMAZON:

6/2/25

88862

AMAZON

06/02/2025

07/09/2025

181.53

181.53

Open

N

YOUTH PROGRAM SUPPLIES, PAINT, GLUE, pziemer

07/09/2025

211-5501-43430

MISC - SPECIFIED DONATION USE

181.53

Total for vendor 3698 - AMAZON:

181.53

181.53

Vendor 0160 - DEMCO INC:

6/10/25

88857

DEMCO INC

06/10/2025

07/09/2025

105.77

105.77

Open

N

BOOK TAPE AND LABELS

pziemer

07/09/2025

211-5500-42240

LIBRARY MATERIALS

105.77

Total for vendor 0160 - DEMCO INC:

105.77

105.77

Vendor 4307 - HALBROOK, LYNN:

6/5/25

88863

HALBROOK, LYNN

06/05/2025

07/09/2025

350.00

350.00

Open

N

YOUTH PROGRAM 2X COMEDY MAGIC SHOW pziemer

07/09/2025

211-5501-43430

MISC - SPECIFIED DONATION USE

350.00

Total for vendor 4307 - HALBROOK, LYNN:

350.00

350.00

Vendor 2989 - HOME DEPOT:

6/23/25

88860

HOME DEPOT

06/23/2025

07/09/2025

159.00

159.00

Open

N

LEAF BLOWER

pziemer

07/09/2025

211-5500-42220

REPAIR & MAINT

159.00

Total for vendor 2989 - HOME DEPOT:

159.00

159.00

Vendor MISC - MAILCHIMP:

6/4/25

88856

MAILCHIMP

06/04/2025

07/09/2025

45.00

45.00

Open

N

EMAIL SUBSCRIPTION SERVICES pziemer

07/09/2025

211-5503-43430

MISC - USE OF HOLDEN TRUST

45.00

Total for vendor MISC - MAILCHIMP:

45.00

45.00

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GL Distribution	GRANT						

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Vendor 3943 - PLUNKETT'S PEST CONTROL:

6/17/25							
88866	PLUNKETT'S PEST CONTROL	06/17/2025	07/09/2025	73.03	73.03	Open	N
	PEST CONTROL	pziemer					07/09/2025
211-5500-42220	REPAIR & MAINT			73.03			
	Total for vendor 3943 - PLUNKETT'S PEST CONTROL:			73.03	73.03		

Vendor 0039 - VESTIS:

5/30/25							
88861	VESTIS	06/01/2025	07/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					07/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
6/30/25							
88864	VESTIS	06/10/2025	07/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					07/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
6/16/25							
88865	VESTIS	06/30/2025	07/09/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					07/09/2025
211-5500-42220	REPAIR & MAINT			32.95			
	Total for vendor 0039 - VESTIS:			98.85	98.85		

Vendor 0006 - WALMART COMMUNITY/GECRB:

6/20/25							
88858	WALMART COMMUNITY/GECRB	06/20/2025	07/09/2025	71.76	71.76	Open	N
	STORAGE BAGS, FIRST AID SUPPLIES	pziemer					07/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			71.76			
6/23/25							
88859	WALMART COMMUNITY/GECRB	06/23/2025	07/09/2025	20.22	20.22	Open	N
	THANK YOU NOTES/CHARGER	pziemer					07/09/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			20.22			
	Total for vendor 0006 - WALMART COMMUNITY/GECRB:			91.98	91.98		

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1,394.97	1,394.97
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PCard: 2257 U.S. BANK Card Holder: PARKS

Vendor 3711 - COSTCO:

6/9/25							
88824	COSTCO	06/09/2025	07/09/2025	38.91	38.91	Open	N
	CONCESSIONS - WATER/HOTDOGS	pziemer					07/09/2025
	230-5204-42210			38.91			
	OPERATING SUPPLIES						
6/20/25							
88825	COSTCO	06/20/2025	07/09/2025	85.43	85.43	Open	N
	CONCESSIONS - HOT DOGS/BUNS	pziemer					07/09/2025
	230-5204-42210			85.43			
	OPERATING SUPPLIES						
	Total for vendor 3711 - COSTCO:			124.34	124.34		

Vendor 0900 - CUB FOODS - BRAINERD:

6/4/25							
88826	CUB FOODS - BRAINERD	06/04/2025	07/09/2025	13.96	13.96	Open	N
	CONCESSIONS - HOT DOGS/BUNS	pziemer					07/09/2025
	230-5204-42210			13.96			
	OPERATING SUPPLIES						
	Total for vendor 0900 - CUB FOODS - BRAINERD:			13.96	13.96		

Vendor 2277 - GEMPLER'S:

6/18/25							
88823	GEMPLER'S	06/18/2025	07/09/2025	746.24	746.24	Open	N
	TREE WRAP/WATER RINGS	pziemer					07/09/2025
	235-3100-43300			746.24			
	DNR - USD\PROFESSIONAL SERVICES						
	Total for vendor 2277 - GEMPLER'S:			746.24	746.24		

Vendor 4308 - SWANK MOTION PICTURES:

6/16/25							
88827	SWANK MOTION PICTURES	06/16/2025	07/09/2025	510.00	510.00	Open	N
	MOVIES IN THE PARK - RIGHTS/GOONIES	pziemer					07/09/2025
	230-5211-42210			510.00			
	OPERATING SUPPLIES						
	Total for vendor 4308 - SWANK MOTION PICTURES:			510.00	510.00		

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

1,394.54 1,394.54

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

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

Vendor 3698 - AMAZON:

5/29/25							
88783	AMAZON	06/01/2025	07/09/2025	49.38	49.38	Open	N
	FLASH DRIVES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			49.38			
6/6/25							
88793	AMAZON	06/06/2025	07/09/2025	45.75	45.75	Open	N
	DISINFECTANT WIPES/DESK GROMMENT	pziemer					07/09/2025
225-2120-42220	REPAIR & MAINT			35.76			
225-2120-42200	OFFICE SUPPLIES			9.99			
6/17/25							
88800	AMAZON	06/17/2025	07/09/2025	61.99	61.99	Open	N
	EVIDENCE STORAGE BOXES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			61.99			
6/17/25 - 2							
88801	AMAZON	06/17/2025	07/09/2025	99.53	99.53	Open	N
	FLASH DRIVES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			99.53			
6/18/25							
88803	AMAZON	06/18/2025	07/09/2025	69.87	69.87	Open	N
	FLASH DRIVES, PLANNER	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			59.98			
225-2120-42200	OFFICE SUPPLIES			9.89			
6/23/25 - 2							
88807	AMAZON	06/23/2025	07/09/2025	61.99	61.99	Open	N
	EVIDENCE STORAGE BOXES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			61.99			
6/17/25 - 3							
88808	AMAZON	06/17/2025	07/09/2025	(61.99)	(61.99)	Open	N
	CREDIT - RETURN STORAGE BOXES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			(61.99)			
Total for vendor 3698 - AMAZON:				326.52	326.52		

Vendor 3420 - BCA :

6/4/25							
88789	BCA	06/04/2025	07/09/2025	150.00	150.00	Open	N
	C. DECHaine MNJIS -2DAY BASIC OP TRAlpziemer						07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			150.00			
6/5/25							
88790	BCA	06/01/2025	07/09/2025	150.00	150.00	Open	N
	C. JENSEN MNJIS 2DAY BASIC OP TRAINIipziemer						07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			150.00			

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	GL Distribution GRANT						

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

6/5/25 - 2							
88791	BCA	06/05/2025	07/09/2025	150.00	150.00	Open	N
	K. MARQUART MNJIS 2DAY BASIC OP TRAI	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			150.00			
	Total for vendor 3420 - BCA :			450.00	450.00		

Vendor 3706 - BEST BUY:

5/29/25							
88784	BEST BUY	06/01/2025	07/09/2025	24.99	24.99	Open	N
	FLASH DRIVES	pziemer					07/09/2025
225-2120-42210	OPERATING SUPPLIES			24.99			
	Total for vendor 3706 - BEST BUY:			24.99	24.99		

Vendor 4077 - ECKBERG LAMMERS, P.C.:

6/2/25							
88786	ECKBERG LAMMERS, P.C.	06/02/2025	07/09/2025	149.00	149.00	Open	N
	725 REPORT WRITING TRAINING	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			149.00			
	Total for vendor 4077 - ECKBERG LAMMERS, P.C.:			149.00	149.00		

Vendor 4054 - FACEBOOK:

6/1/25							
88785	FACEBOOK	06/01/2025	07/09/2025	62.00	62.00	Open	N
	PD EMPLOYMENT ADS	pziemer					07/09/2025
225-2120-43350	PRINTING/LEGAL PUBLICATION			62.00			
	Total for vendor 4054 - FACEBOOK:			62.00	62.00		

Vendor 3719 - FLEET FARM:

6/5/25							
88792	FLEET FARM	06/05/2025	07/09/2025	69.34	69.34	Open	N
	FIREARM TRAINING SUPPLIES	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			69.34			
6/20/25							
88805	FLEET FARM	06/20/2025	07/09/2025	14.27	14.27	Open	N
	FIREARM TRAINING SUPPLIES	pziemer					07/09/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			14.27			
	Total for vendor 3719 - FLEET FARM:			83.61	83.61		

Vendor 0186 - GALLS LLC:

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

6/6/25

88794

GALLS LLC
718 UNIFORM BOOTS

06/06/2025

pziemer

07/09/2025

151.99

151.99

Open

N
07/09/2025

225-2120-41113

UNIFORM ALLOWANCE

151.99

Total for vendor 0186 - GALLS LLC:

151.99

151.99

Vendor 3065 - JIMMY JOHN'S #989:

6/12/25

88798

JIMMY JOHN'S #989
INTERVIEW PANEL LUNCH

06/12/2025

pziemer

07/09/2025

62.44

62.44

Open

N
07/09/2025

225-2120-43430

MISCELLANEOUS

62.44

Total for vendor 3065 - JIMMY JOHN'S #989:

62.44

62.44

Vendor 0599 - MN COUNTY ATTORNEY ASSN:

6/12/25

88799

MN COUNTY ATTORNEY ASSN
PROPERTY RECEIPTS

06/12/2025

pziemer

07/09/2025

110.00

110.00

Open

N
07/09/2025

225-2120-42200

OFFICE SUPPLIES

110.00

Total for vendor 0599 - MN COUNTY ATTORNEY ASSN:

110.00

110.00

Vendor 0497 - SIRCHIE FINGER PRINT LAB -DEPT 6481:

6/23/25

88809

SIRCHIE FINGER PRINT LAB -DEPT 6481
EVIDENCE SUPPLIES

06/23/2025

pziemer

07/09/2025

286.74

286.74

Open

N
07/09/2025

225-2120-42210

OPERATING SUPPLIES

286.74

Total for vendor 0497 - SIRCHIE FINGER PRINT LAB -DEPT 6481:

286.74

286.74

Vendor 4306 - TACTACAM REVEAL:

6/3/25

88787

TACTACAM REVEAL
CAMERA SUBSCRIPTION X5

06/03/2025

pziemer

07/09/2025

61.00

61.00

Open

N
07/09/2025

225-2120-43433

DUES & SUBSCRIPTIONS

61.00

Total for vendor 4306 - TACTACAM REVEAL:

61.00

61.00

Vendor 3703 - TRANSUNION RISK:

6/3/25

88788

TRANSUNION RISK
INVESTIGATIONS AND PARKING TICKET COI

06/03/2025

pziemer

07/09/2025

75.00

75.00

Open

N
07/09/2025

225-2120-42210

OPERATING SUPPLIES

75.00

Total for vendor 3703 - TRANSUNION RISK:

75.00

75.00

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
Vendor 3697 - USPS:							
6/6/25							
88795	USPS	06/06/2025	07/09/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			1.77			
6/6/25 - 2							
88796	USPS	06/06/2025	07/09/2025	11.10	11.10	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			11.10			
6/9/25							
88797	USPS	06/09/2025	07/09/2025	16.00	16.00	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			16.00			
6/17/25							
88802	USPS	06/17/2025	07/09/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			1.77			
6/18/25							
88804	USPS	06/18/2025	07/09/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			1.77			
6/20/25							
88806	USPS	06/20/2025	07/09/2025	19.15	19.15	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			19.15			
6/23/25							
88810	USPS	06/23/2025	07/09/2025	5.35	5.35	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			5.35			
6/24/25							
88811	USPS	06/24/2025	07/09/2025	11.10	11.10	Open	N
	POSTAGE	pziemer					07/09/2025
225-2120-43322	POSTAGE			11.10			
Total for vendor 3697 - USPS:				68.01	68.01		
Total PCard: 2257 U.S. BANK Card Holder: POLICE				1,911.30	1,911.30		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

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

Vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:

6/24/25

88822	LANDSBURG LANDSCAPE NURSERY INC	06/24/2025	07/09/2025	2,834.78	2,834.78	Open	N
	TREES - REPLACEMENTS	pziemer					07/09/2025
235-3100-43300	DNR - USD/PROFESSIONAL SERVICES			2,834.78			
	Total for vendor 1956 - LANDSBURG LANDSCAPE NURSERY INC:			2,834.78	2,834.78		

Vendor 0931 - MN FALL EXPO:

5/29/25

88818	MN FALL EXPO	06/01/2025	07/09/2025	180.00	180.00	Open	N
	2025 FALL EXPO ATTENDANCE X4	pziemer					07/09/2025
235-3100-43330	PROFESSIONAL DEVELOPMENT			180.00			

5/29/25 - 2

88819	MN FALL EXPO	06/01/2025	07/09/2025	180.00	180.00	Open	N
	2025 FALL EXPO X4 ATTENDEES	pziemer					07/09/2025
235-3100-43330	PROFESSIONAL DEVELOPMENT			180.00			
	Total for vendor 0931 - MN FALL EXPO:			360.00	360.00		

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

# of Invoices:	256	# Due:	256	Totals:	805,338.89	805,338.89
# of Credit Memos:	2	# Due:	2	Totals:	(81.11)	(81.11)
Net of Invoices and Credit Memos:					805,257.78	805,257.78

* 1 Net Invoices have Credits Totalling: (19,573.76)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	4,220.20
101-0000-20600	BFG25-0004	13,000.00
101-0000-20850	DUE TO COMPONENT UNIT	85.44
101-1400-43321	TELEPHONE	149.79
101-1400-43330	PROFESSIONAL DEVELOPMENT	293.00
101-1400-43433	DUES & SUBSCRIPTIONS	198.00
101-1610-43301	CITY ATTORNEY	4,939.20
101-1700-43321	TELEPHONE	276.18
101-1700-43350	PRINTING/LEGAL PUBLICATION	138.40
101-1800-42210	OPERATING SUPPLIES	76.01
101-1800-42220	REPAIR & MAINT	180.57
101-1800-43300	PROFESSIONAL SERVICES	24.50
101-1800-43309	COMPUTER SUPPORT	4,413.39
101-1800-43321	TELEPHONE	231.16
101-1940-42200	OFFICE SUPPLIES	178.72
101-1940-43300	PROFESSIONAL SERVICES	3,350.00
101-1940-43380	UTILITIES	472.16
101-1940-43410	RENTAL EXPENSE	97.28

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GL Distribution	GRANT						
	101-2400-43321	TELEPHONE		149.79			
	101-2400-43322	POSTAGE		38.72			
	101-2400-43350	PRINTING/LEGAL PUBLICATION		433.05			
	101-2400-43405	NUISANCES		396.00			
	101-2400-43433	DUES & SUBSCRIPTIONS		180.00			
	101-9200-43300	PROFESSIONAL SERVICES		54,847.00			
	101-9200-43340	LODGING TAX REMIT/PR		2,898.98			
	101-9200-43350	LEGAL PUBLICATIONS		202.40			
	101-9200-43430	MISCELLANEOUS		478.76			
	101-9200-43434	MEETING BROADCAST EXPENDITURES		39,173.06			
	202-6323-45510	CAPITAL - RESIDENTIAL		67,903.38			
	202-6323-45530	CAPITAL - OWNERS MATCH		2,821.00			
	203-9000-42200	OFFICE SUPPLIES		75.15			
	203-9000-42210	OPERATING SUPPLIES		86.00			
	203-9000-42220	REPAIR & MAINT		3.43			
	203-9000-43300	PROFESSIONAL SERVICES		324.00			
	203-9000-43321	TELEPHONE		320.73			
	203-9000-43322	POSTAGE		26.67			
	203-9000-43401	VEHICLE REPAIRS		11,181.64			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		65,431.30			
	211-0000-20800	DUE TO OTHER GOVT UNITS		195.90			
	211-5500-42220	REPAIR & MAINT		351.48			
	211-5500-42240	LIBRARY MATERIALS		105.77			
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
	211-5500-43380	UTILITIES		996.72			
	211-5501-43430	MISC - SPECIFIED DONATION USE		531.53			
	211-5503-43430	MISC - USE OF HOLDEN TRUST		426.79			
	211-5505-43430	MISC - COPY MACHINE PYMTS		300.58			
	223-0000-22800	OTHER LIABILITIES		529.80			
	225-2120-41113	UNIFORM ALLOWANCE		289.93			
	225-2120-42200	OFFICE SUPPLIES		205.98			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		36.93			
	225-2120-42210	OPERATING SUPPLIES		800.98			
	225-2120-42220	REPAIR & MAINT		35.76			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		593.57			
	225-2120-43300	PROFESSIONAL SERVICES		457.76			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		715.80			
	225-2120-43321	TELEPHONE		1,340.83			
	225-2120-43322	POSTAGE		68.01			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		1,850.54			
	225-2120-43350	PRINTING/LEGAL PUBLICATION		62.00			
	225-2120-43380	UTILITIES		230.01			
	225-2120-43430	MISCELLANEOUS		62.44			
	225-2120-43433	DUES & SUBSCRIPTIONS		61.00			
	225-2127-43310	MISDEMEANOR PROSECUTOR		19,430.95			
	225-2220-42210	OPERATING SUPPLIES		10,207.39			
	225-2220-42220	REPAIR & MAINT		842.69			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		621.83			
	225-2220-43300	PROFESSIONAL SERVICES		390.50			
	225-2220-43321	TELEPHONE		344.07			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		393.00			
	225-2220-43331	LEASED PAYMENTS		80.69			
	225-2220-43380	UTILITIES		224.16			
	225-2700-43300	PROFESSIONAL SERVICES		5,182.33			
	225-2700-43430	MISCELLANEOUS		9,156.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		76.05			
	230-5200-42209	SAFETY EQUIPMENT SUPPLIES		44.82			

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GL Distribution	GRANT						
	230-5200-42220	REPAIR & MAINT		3,503.25			
	230-5200-42240	SMALL TOOLS		99.90			
	230-5200-43321	TELEPHONE		146.65			
	230-5200-43380	UTILITIES		1,204.99			
	230-5200-43410	RENTAL EXPENSE		335.00			
	230-5204-42210	OPERATING SUPPLIES		2,285.12			
	230-5211-42210	OPERATING SUPPLIES		526.17			
	230-5215-42210	OPERATING SUPPLIES		135.00			
	230-5225-42220	REPAIR & MAINT		1,267.29			
	230-5280-43380	UTILITIES		196.56			
	235-3100-42220	REPAIR & MAINT		10,377.30			
	235-3100-42240	SMALL TOOLS		39.99			
	235-3100-43300	PROFESSIONAL SERVICES		12,281.02			
	235-3100-43321	TELEPHONE		88.16			
	235-3100-43330	PROFESSIONAL DEVELOPMENT		360.00			
	235-3100-43380	UTILITIES		268.98			
	235-3100-43410	RENTAL EXPENSE		105.47			
	235-3100-43430	MISCELLANEOUS		318.86			
	235-3170-42210	OPERATING SUPPLIES		1,121.23			
	235-3170-42220	REPAIR & MAINT		107.07			
	237-0000-16400	FA - MACHINERY & EQUIPMENT		9,475.95			
	237-3190-42220	REPAIR & MAINT		1,605.83			
	237-3190-42240	SMALL TOOLS		99.99			
	237-3190-43321	TELEPHONE		121.34			
	238-3160-42220	REPAIR & MAINT		14.00			
	238-3160-43321	TELEPHONE		83.11			
	260-9020-43300	PROFESSIONAL SERVICES		7,938.00			
	260-9020-43304	LEGAL PROFESSIONAL SERVICES		1,476.00			
	260-9020-43309	COMPUTER SUPPORT		115.14			
	295-6510-43300	PROFESSIONAL SERVICES		12,092.34			
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		972.02			
	400-2120-45500	POLICE CAPITAL OUTLAY		12,676.03			
	400-3100-45500	STREET CAPITAL OUTLAY		5,300.00			
	400-5200-45500	PARKS CAPITAL OUTLAY		3,251.30			
	400-9050-43300	PROFESSIONAL SERVICES		630.00			
	400-9050-45530	CAPITAL - OTHER		100,683.10			
	401-1003-43300	PROFESSIONAL SERVICES		276.12			
	401-1712-43300	PROFESSIONAL SERVICES		408.60			
	401-9030-43300-21:15	PROFESSIONAL SERVICES		928.75			
	401-9030-43300-23:13	PROFESSIONAL SERVICES		7,390.55			
	401-9030-43300-23:14	PROFESSIONAL SERVICES		16,308.75			
	401-9030-43300-24:07	PROFESSIONAL SERVICES		3,118.25			
	401-9030-43300-24:08	PROFESSIONAL SERVICES		3,065.25			
	401-9030-43300-25:06	PROFESSIONAL SERVICES		920.00			
	401-9030-45530-24:07	CAPITAL-PYMTS TO CONTRACTS		111,809.49			
	401-9030-45530-25:04	CAPITAL-PYMTS TO CONTRACTS		111,649.39			
	404-9055-45580	CAPITAL - RADIOS & PAGERS		14,241.82			

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GL Distribution	GRANT						
--- TOTALS BY FUND ---							
101 -	GENERAL FUND			131,121.76	131,121.76		
202 -	SCDP GRANTS			70,724.38	70,724.38		
203 -	TRANSIT FUND			77,448.92	77,448.92		
211 -	LIBRARY FUND			3,583.77	3,583.77		
223 -	DRUG FORFEITURE			529.80	529.80		
225 -	PUBLIC SAFETY FUND			53,685.15	53,685.15		
227 -	RECYCLING FUND			76.05	76.05		
230 -	PARK & RECREATION FUND			9,744.75	9,744.75		
235 -	STREET & SEWER FUND			25,068.08	25,068.08		
237 -	SANITARY SEWER FUND			11,303.11	11,303.11		
238 -	STORM SEWER FUND			97.11	97.11		
260 -	AIRPORT FUND			9,529.14	9,529.14		
295 -	EDA FUND			12,092.34	12,092.34		
400 -	CAPITAL PROJECTS FUND			123,512.45	123,512.45		
401 -	CONSTRUCTION FUND			255,875.15	255,875.15		
404 -	FIRE DEPARTMENT CAPITAL			14,241.82	14,241.82		
--- TOTALS BY DEPT/ACTIVITY ---							
0000 -				27,507.29	27,507.29		
1003 -	10:03 DWNTWN MAIN CNTRACT			276.12	276.12		
1400 -	ADMINISTRATION			640.79	640.79		
1610 -	LEGAL-CIVIL ATTORNEY			4,939.20	4,939.20		
1700 -	ENGINEERING			414.58	414.58		
1712 -	17:12 Wright St Resurfaci			408.60	408.60		
1800 -	IT/GIS			5,897.65	5,897.65		
1940 -	CITY HALL			4,098.16	4,098.16		
2120 -	POLICE DEPARTMENT			19,487.57	19,487.57		
2127 -	MISDEMEANOR PROSECUTOR			19,430.95	19,430.95		
2220 -	FIRE DEPARTMENT			13,104.33	13,104.33		
2400 -	COMMUNITY DEVL/INSPECTION			1,197.56	1,197.56		
2700 -	ANIMAL CONTROL			14,338.33	14,338.33		
3100 -	S & S MAINTENANCE			29,139.78	29,139.78		
3160 -	STORM SEWER EXPENSE			97.11	97.11		
3170 -	TRAFFIC CONTROL			1,228.30	1,228.30		
3190 -	SANITARY SEWER EXPENSE			1,827.16	1,827.16		
3230 -	RECYCLING EXPENSE			76.05	76.05		
5200 -	PARK MAIN/ADMINISTRATION			8,585.91	8,585.91		
5204 -	CONCESSIONS			2,285.12	2,285.12		
5211 -	SPECIAL EVENTS PROGRAM			526.17	526.17		
5215 -	ADULT SOFTBALL			135.00	135.00		
5225 -	MEMORIAL BENCHES & TREE PROGRAM			1,267.29	1,267.29		
5280 -	CAMPGROUND			196.56	196.56		

07/03/2025 01:44 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 41/41

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	GRANT						
--- TOTALS BY DEPT/ACTIVITY ---							
	5500 - LIBRARY-BUDGETED			2,128.97	2,128.97		
	5501 - SPECIFIED DONATION USE			531.53	531.53		
	5503 - HOLDEN TRUST DONATION USE			426.79	426.79		
	5505 - TAXABLE FEES			300.58	300.58		
	6323 - SE BRAINERD SCDP GRANT			70,724.38	70,724.38		
	6510 - ECONOMIC DEVELOPMENT AUTH			12,092.34	12,092.34		
	9000 - TRANSIT FUND			77,448.92	77,448.92		
	9020 - AIRPORT M & O			9,529.14	9,529.14		
	9030 - CONSTRUCTION PROJ-MISC			255,190.43	255,190.43		
	9050 - CAPITAL PROJECTS-MISC			101,313.10	101,313.10		
	9055 - FIRE DEPARTMENT CAPITAL			14,241.82	14,241.82		
	9200 - CITY-WIDE			97,600.20	97,600.20		

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: Czeczok, Johnson, Stunek, Yeager, Erickson, Bevans, 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.

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

- A. **Approval of Bills**
- B. **Approval of Minutes**
- C. **Department Activity Reports**
- D. **Ratify Hiring 2025 Summer Temporary Employees**
- E. **Approve Temporary On-sale Liquor license submitted by Brainerd Jaycees for an event to be held on 8/6/25 at Lyman P. White Park**
- F. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 7/25/25 at the Gichi-Ziibi Center, 702 S. 5th Street**
- G. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 7/30/25 at the Gichi-Ziibi Center, 702 S. 5th Street**
- H. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 8/1/25 at the Gichi-Ziibi Center, 702 S. 5th Street**
- I. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 8/9/25 at the Gichi-Ziibi Center, 702 S. 5th Street**
- J. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 8/13/25 at the Gichi-Ziibi Center, 702 S. 5th Street**
- K. **Approve Temporary On-sale Liquor license submitted by Lakes Area Music Festival for an event to be held on 8/16/25 at the Gichi-Ziibi Center, 702 S. 5th Street**

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

Public Forum

The Chair opened the public forum at 7:31 p.m.

No one came forward.

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

Council Committee Reports

Personnel and Finance Committee

Authorize Staff to Enter into the Proposed School Resource Services Agreement

Committee Chair Johnson stated that the agreement is similar to previous years, but also includes an increase in cost to accommodate for staff compensation and includes clauses for State mandated language.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO ENTER INTO THE PROPOSED SCHOOL RESOURCE OFFICER SERVICES AGREEMENT WITH ISD 181.

Ratify Hiring Kyle Glass for the Laborer Position

Committee Chair Johnson stated that this is a Public Utilities position, the justification for step 4 is that he has years of similar experience and is taking a pay cut from his current position.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO RATIFY THE HIRING OF KYLE GLASS FOR THE LABORER POSITION EFFECTIVE JUNE 23, 2025; FURTHER, THAT HE BE PLACED ON STEP 4 OF THE LABORER WAGE GRID (\$28.21 PER HOUR).

Approve the Reclassification of David Nelson to Meter Tech/Locator

Committee Chair Johnson stated that per the employee policy manual, he will be placed on step 6.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RECLASSIFY DAVID NELSON TO THE METER TECH/LOCATOR POSITION EFFECTIVE JUNE 17, 2025; FURTHER, THAT HE BE PLACED ON STEP 6 OF THE METER TECH/LOCATOR WAGE GRID (\$33.41 PER HOUR); FURTHER, TO AUTHORIZE STAFF TO COMPLETE AN INTERNAL JOB POSTING PROCESS TO FILL THE WATER SERVICE WORKER POSITION.

Approve Custodial Services Contract

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE CUSTODIAL SERVICES CONTRACT WITH NORTH-COUNTRY JANITORIAL SERVICES JULY 1, 2025 THROUGH JUNE 30, 2026.

Clarification Regarding Roles and Responsibilities of the Council and Public Utilities Commission

Committee Chair Johnson stated that the concerns will be addressed at the next Council meeting. The Public Utilities Commission and City Council are invited to submit concerns and questions to Administrator Broyles by Monday, June 23, 2025, at noon.

Safety and Public Works Committee

Approve Engineering Services Proposal - SEH - East River Road Sanitary Interceptor Lining

Committee Chair Erickson stated that the proposal is for the segment from College Drive to the main lift station. If the grant is received, the City could contract to also complete Laurel to College Drive section.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE PROPOSAL FROM SEH IN THE AMOUNT OF \$74,838.

Approve Proposed Costs - GoodPointe Technology - Pavement Management Software

Committee Chair Erickson stated that the City has previously received a proposal from GoodPointe for street mapping that was considerably higher.

Member Johnson stated that he will vote no, he would rather purchase \$6,000 of material to fill potholes.

Member Czczok stated that he appreciates Member Johnson's comments. If the software is effective, then he believes it is a good move. He would like to know the initial cost to add curbing, manholes, and other features.

Chair O'Day stated that he sees AI putting the capital plan together in five to ten years.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO INCLUDE PROPOSED COSTS FROM GOODPOINTE TECHNOLOGY FOR PAVEMENT MANAGEMENT SERVICES IN THE 2026 BUDGET.

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

Consider an Ordinance Prohibiting the Feeding of Stray and Wild Animals

Committee Chair Erickson stated that this discussion was brought forth by a resident. There was continued discussion at committee about enforcement.

Member Bevans stated that he will vote against bringing the matter forward, it is trying to fix something that isn't broken and will give the police department too much to deal with.

Member Johnson stated that he does not support the ordinance because of the enforcement issue.

Member Czczok stated that he will support moving the ordinance forward as it is another tool for animal control to leverage against feeding stray animals.

Member Erickson stated that the City has been responsive to the issue, but does not feel an ordinance is necessary.

Chair O'Day stated that this ordinance could be filed next to the busking ordinance. If the matter does become an issue the draft presented could be utilized.

Mayor Badeaux asked about the number of cats you can have. He stated that feeding forty cats in your garage, means that you are the owner of forty cats. The ordinance that limits the number of pets should be enforced.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO DIRECT STAFF TO BRING THE PROPOSED ORDINANCE TO THE NEXT CITY COUNCIL MEETING FOR THE FIRST READING.

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

Approval Of Buffalo Hills Lions Park Name Change To Lions Park

Committee Chair, Erickson stated that the Lion’s Club is proposing to make a significant investment in the park. The committee supports the name change. However, he lives in the neighborhood and wished that the name would include “Buffalo Hills”.

Mayor Badeaux stated that as the liaison to the Park Board, the Park Board has had conversations with the Lion’s about continual support with the addition of the significant investment. He supports the name including Buffalo Hills.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE NAME CHANGE FROM BUFFALO HILLS LIONS PARK TO LIONS PARK AT BUFFALO HILLS.

Unfinished Business

Call for Applicants – Informational:

Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)
Housing & 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**

Information- Point in Time and Data Request

Member Czeczok stated that this was a Council action.

Chair O’Day stated that he was disappointed in the answer that the Council got to the data request.

Member Johnson asked Attorney Langel to clarify whether the data request is complete.

Attorney Langel stated that the data request is not considered complete, as the County did not provide the specific data and guided the City to their website.

Generally Council asked staff to pursue a request for more data related to the actions of the County Board regarding the .

Public Hearing, Adopt Resolution - N. 9th Street Vacation, Final Reading Proposed Ordinance 1584 - Rezoning St. Francis School and Church/ Final and Preliminary Plat/ CUP - 411 10th St N.

Community Development Director Kramvik gave an overview of Ordinance 1584, Preliminary/ Final Plat, and Conditional Use Permit for St. Francis Catholic Church and School.

The Planning Commission held a public hearing for the land use permits and recommended approval with conditions.

Engineer Dehn gave an overview of the potential vacation of N 9th Street.

Mayor Badeaux asked about the diagonal parking proposed on the north side of the plat.

Engineer Dehn stated that the maintenance of the diagonal parking could be a part of the development agreement with the developer.

Chair O'Day opened the public hearing at 8:10 p.m.

Father Michael Garry, 416 N 9th St, St. Francis Church, gave an overview of the parish's master plan for the property in reference to the safety of its children, the use of the property, and future growth.

Erica Marcussen, Widseth, 7804 Industrial Park Rd, Baxter, gave an overview of the proposed master plan for the property in reference to current and future needs for the rectory, school, church, and parking.

Council Members asked clarifying questions.

The following also spoke in favor of the vacation of N 9th St:

Kohl Weir, 413 N 4th St,
Kevin Denny, 14657 Grand Oaks Dr, Baxter,
Cody Poster, 839 Bluff Ave,
Melissa Poster, 839 Bluff Ave,
Andrew Schindler, 302 Bluff Ave,
Luke O'Reilly, 1223 Rosewood St,
Samuel Gilsrud, 905 Bluff Ave,

The following spoke against the vacation of N 9th St in a residential area:

Alex Nyland, 501 N 9th St,
Becca Nyland, 501 N 9th St,

Chuck Marohn, 616 N 4th St, questioned when the City will stop accommodating people who are driving in, instead of the residents of the City. He spoke against the vacation in reference to public safety, educational and rectory options, public purpose, and the comprehensive plan.

John Erickson, 323 N 7th St, supported the statements of Mr. Marohn. He stated that the process that has been taken by St. Francis is ill prepared. He is concerned about the zoning of the property surrounding St. Francis that just three years previous was appropriately zoned.

Chair O'Day closed the public hearing at 9:03 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1584 AN ORDINANCE AMENDING THE ZONING MAP AND ZONING CODE AND DISPENSE WITH THE ACTUAL READING.

Mayor Badeaux stated that he will speak against the vacation to stay consistent. He pushed back on the concept that the street is unsafe. He believes that the grid system is a safe system for streets.

Member Yeager spoke against the vacation and rezoning due to the rezoning request. The use of spot zoning in this matter benefits only St. Francis. The Housing and Redevelopment Authority struggles every single day to build one house, he is against net loss of housing.

Member Johnson stated that he is generally against street vacations, however, he will support the vacation because the public schools have received the same accommodation in similar neighborhoods.

Member Erickson stated that he looked back at the original plats for the City, this block was originally set aside for educational use. The community will benefit from the vacation. For these reasons, he will vote yes to vacate the street.

Member Czczok stated that the reluctance to take a house or two from the neighborhood is not a new concept as he spoke against vacating streets and removing residential homes around other schools in the past. He is not concerned about church owned homes being removed for the rectory as they would not be for public use.

Chair O'Day stated that it is completely impossible to keep everyone in the City happy when it comes to vacating streets. He doesn't like to see change in the neighborhood he grew up in, however, this happens overtime if we want organizations to grow within our City. He stated he does not believe the City should continue to vacate streets. He has been frustrated with the process pursued to achieve St. Francis' master plan and stated that there is still a path forward if all of the items don't pass.

Community Development Director Kramvik stated that there will be a development agreement presented at a future meeting. The master plan is not binding in any way. The comments from Council tonight would be helpful in creating the development agreement.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION VACATING THE SEGMENT OF N 9TH ST, WHILE RESERVING UTILITY EASEMENTS.

RESOLUTION 46:25

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO APPROVE THE PRELIMINARY AND FINAL PLAT CONTINGENT UPON THE FOLLOWING CONDITIONS: APPROVAL OF THE VACATION OF N 9TH STREET BETWEEN IVY STREET AND JUNIPER STREET, APPROVAL OF ORDINANCE 1584, EXECUTED DEVELOPMENT AGREEMENT BETWEEN ST. FRANCIS AND THE CITY OF BRAINERD, AND APPROVAL OF THE CUP TO CREATE A PARCEL UNDER ONE ACRE IN THE PSP DISTRICT.

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND ERICKSON TO ADOPT ORDINANCE 1584 CONTINGENT UPON THE FOLLOWING CONDITIONS: APPROVAL OF THE PRELIMINARY AND FINAL PLAT, AND APPROVAL OF THE CUP TO CREATE A PARCEL UNDER ONE ACRE IN THE PSP DISTRICT.

ORDINANCE 1584

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO APPROVE THE CONDITIONAL USE PERMIT TO CONSTRUCT A RECTORY ON ITS OWN PARCEL UNDER ONE ACRE IN THE PSP DISTRICT AND FOR RESIDENTIAL USE IN THE PSP DISTRICT CONTINGENT UPON THE FOLLOWING CONDITION: APPROVAL OF THE PRELIMINARY AND FINAL PLAT.

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

Final Reading - Proposed Ordinance 1585 - Auto Dealerships, Outdoor Service, Sale and Rental, and Definition of Abutting

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STUNEK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1585 AUTO DEALERSHIPS, OUTDOOR SERVICE, SALE AND RENTAL, AND DEFINITION OF ABUTTING AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT ORDINANCE 1585.

ORDINANCE 1585

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

Final Reading - Proposed Ordinance 1587 - Off-Street Parking Surfaces

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND ERICKSON, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1587 OFF STREET PARKING SURFACES AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO ADOPT ORDINANCE 1587.

ORDINANCE 1587

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

New Business

Adopt Resolution - Approve Plans/Specifications and Authorize Advertisement - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

Public Works Director Habighorst gave an overview of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND BEVANS TO ADOPT RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS FOR IMPROVEMENT 23-14.

RESOLUTION 47:25

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

Adopt Resolution - Award Bid - Improvement 21-13 - Beech/Oakridge Reconstruction Project

Public Works Director Habighorst gave an overview of the bids.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO ADOPT RESOLUTION IN WHICH ACCEPTS THE BIDS AND AWARDS THE CONTRACT TO LANDWEHR CONSTRUCTION, INC. IN THE TOTAL CONTRACT AMOUNT OF \$2,097,514 AND AUTHORIZE PROPER SIGNATURES ON THE AGREEMENT DOCUMENTS.

RESOLUTION 48:25

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

Consider Letter of Intent - River Birch Investments - Thiesse Dr

Community Development Director Kramvik gave an overview of the letter of intent submitted. River Birch Investments intends to pursue the \$1 per acre incentive program.

Member Czczok asked about the timeline of the incentive, whether shortening the timeline for developing on the third parcel would be considered in a purchase and development agreement.

Community Development Director Kramvik stated that the timeline would allow for years for initial construction, staffing consideration, and stable years of operation.

Member Yeager stated that two years on either side for construction only allows for six years of operation.

Mayor Badeaux wanted to ensure that the buyers are aware that this is an industrial park, and industrial parks are noisy.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO DIRECT STAFF AND THE EDA BOARD TO BEGIN NEGOTIATIONS WITH RIVER BIRCH INVESTMENTS ON A PURCHASE AND DEVELOPMENT AGREEMENT FOR THE PROPOSED LOTS.

Staff Reports

Police Chief Davis stated that there was a large political demonstration along Washington Street on June 14th. He believes that there were over a thousand participants and some reports of about two thousand. The department communicated with the organizers prior to the event. The event went well overall. It was a successful and peaceful event.

Community Development Director Kramvik attended the groundbreaking event for Country Manor and gave an EDA update.

Mayor's Report

Mayor Badeaux stated there are three truths, our streets are safe, industrial parks are noisy, and the Brainerd Lion's are pretty flippin' sweet.

Council Member Reports

Member Bevans stated that the Country Manor project has begun, this is huge for Ward Two on Beaver Dam Road.

Member Yeager welcomed Country Manor to the City of Brainerd. He stated that the Airport has hired an Interim Director, Mr. Neil Planzer. He will be guiding the Airport through a very busy time.

Member Johnson invited everyone to the Brainerd 4th of July Celebration and Arts in the Park on June 29th.

Member Erickson stated that he will be attending the Planning Commission and Region 5 Commission.

Chair O'Day stated that the Country Manor project and other developments are great momentum for the City.

Adjourn

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

The Chair adjourned the meeting at 9:41 p.m

Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

June 2025

Another busy month has concluded for the Brainerd Fire Department, marked by a continued commitment to emergency response, rigorous training, thorough inspections, and active community engagement.

Our crews responded to a variety of emergency incidents throughout the month, demonstrating their dedication and professionalism in protecting our community. While the summer months can sometimes see a shift in the types of calls, our firefighters remained alert and responsive to all incidents.

June 4th, we responded to a major fire in our downtown area. We are deeply grateful for the incredible support and teamwork shown by our mutual aid partners from the Deerwood, Little Falls, Nisswa, and Pequot Lakes fire departments. Their quick response and dedication made a difference when it mattered most.



A special thank you as well to our partners at the Brainerd Police Department, Crow Wing County Sheriff's Office, Brainerd Public Utilities, North Memorial Ambulance, and the team of county dispatchers who coordinated efforts seamlessly—their behind-the-scenes work is the backbone of every successful response.

And to the Lakes Area Heroes organization, thank you for fueling our team with lunch and encouragement.

This kind of teamwork reminds us that while emergencies may be difficult, the strength of our community lies in how we come together.



Brainerd Fire Department Monthly Report

June 2025

June 21st, we responded to a Statewide Mutual Aid request from Bemidji Fire Department for the devastating severe weather that blew through their community. Our Engine Crew arrived and manned one of their stations and responded to their calls for service. The crew worked a 24-hour shift. The City of Bemidji and Beltrami County sustained major damage from the storm, and we are proud to have been able to assist them in their time of need.



Training remains a cornerstone of our operations, even with a slightly lighter schedule during the summer. This month, our focus included:

- Forcible Entry Training: Enhancing critical skills for gaining access during emergencies.



- Vehicle Stabilization and Lifting Airbags: Practical exercises to safely manage vehicle incidents and extrications.

Brainerd Fire Department Monthly Report

June 2025

We are proud to announce that several of our newest firefighters successfully completed their EMS training, earning their Emergency Medical Responder (EMR) certifications.

Chief Holmes continued his commitment to his training and experience by attending the quarterly All-hazard Incident Management Team (AHIMT) training, ensuring our leadership is prepared for large-scale incidents.

Furthermore, we congratulate a couple of our dedicated firefighters who achieved significant professional milestones, getting their Fire Instructor I and Fire Officer I certifications. These achievements reflect their dedication to leadership and education within the fire service.

The Brainerd Fire Department was delighted to assist the Brainerd Junior Jaycees with their annual Lil Rubber Duckie Races. Our firefighters were on hand to help fill their tank, contributing to a successful and fun fundraising event.



Our Fire Marshal had a productive month, diligently conducting numerous inspections across the city to ensure public safety and code compliance. In addition to inspections, the Fire Marshal also delivered several fire safety talks, educating residents and businesses on prevention strategies.

INSPECTIONS	
Fire Alarm	12
Fire Pump	5
Hood Suppression	17
Commercial Kitchen Exhaust	20
Special Suppression	4
5 Year Sprinkler	2
Sprinkler System	29
Private Fire Hydrant	2



Brainerd Fire Department Monthly Report

June 2025

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	4
Rescue & Emergency Medical Service	15
Hazardous Condition	6
Service Calls	2
Good Intent Call	9
Alarm Activation	22
Severe Weather & Natural Disaster	1
TOTAL	59
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	1
Rescue & Emergency Medical Service	4
Hazardous Condition	4
Service Calls	1
Good Intent Call	5
Alarm Activation	13
TOTAL	28

CROW WING COUNTY ALERT



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

Please sign up at

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

or scan the QR Code – it only takes about a minute to enroll!





HR DIRECTOR REPORT

In this report:

- Union Negotiations
- Wellness Committee
- Panelist for WAVE Event
- Personnel
- MN Paid Family Leave
- Airport Update
- Performance Evaluations

Union Negotiations

The City and Teamsters (Police Lieutenant & Sergeants) Union will conduct its Interest Arbitration hearing on July 31st. Phillip Finkelstein was selected as the Arbitrator.

On May 5th, the City Council approved the 2025-2027 contract terms and wage resolution with the United Steel Workers International, Local 9230 Unit 09 (Hydro) Union. The Council also approved a Memorandum of Understanding (MOU) allowing IBEW Union members to temporarily work at the Hydro Facility. This MOU was an extension of previous agreements to expire on 12/31/27. A revised MOU was negotiated with the IBEW Union and has been presented to the USW Union and City Council for consideration.

We received a Notice of Desire to Negotiate from the Brainerd Public Utilities Managers and Supervisors Association Union. Our first meeting is scheduled for July 7th to receive the union's demands. The Council will hold a closed session that evening to provide negotiation direction.

Wellness Committee

Staff will be requesting Council's approval to allow City Buildings to close for two hours on October 2nd to conduct our annual Employee Appreciation Event. Following Council's approval, we will begin asking for employees to RSVP to ensure we get an accurate amount of food for the event. We hope all are able to join and look forward to celebrating another great year with everyone!

Panelist for WAVE Event

HR Director Schubert participated as a panelist for the recent Brainerd Chamber WAVE event held on June 18th entitled "Candid Conversations with HR". WAVE Young Professionals Network is a new networking and professional development program for individuals aged 18-39 in the Brainerd Lakes Area.

Personnel

New Hires/Promotions for City/HRA/Airport:

Steven Dryburgh - Meter Service Worker (5/3)
David Nelson - Meter Tech/Locator (5/17)
Neil Planzer - Interim Airport Director (6/12)
Kyle Glass - Laborer (6/23)
Hannah Anderson - Housing Manager (6/23)
Mallory Demel-Rental Assistance Manager (6/23)

Current Job Opportunities:

Police Officer - Interviews took place on June 12th. A job offer was extended and the individual is completing the pre-employment hiring process.

Paid on-call Firefighter - Open and accepting applications through August 29th.

Lineworker - Interviews are being scheduled.

Water Serviceworker - The Public Utilities Department Management Team have requested that we postpone filling this position for a couple of months.

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

MN Paid Family Leave

Staff met with Integrity Benefits on June 7th to review the proposals received for the private plan options to administer Brainerd's Paid Family & Medical Leave. Staff will be recommending that Council accepts the Paid Family and Medical Leave private plan and Short-term Disability proposals from MetLife for benefits to be effective January 1, 2026.

Airport Update

The Airport Commission conducted interviews on June 5th for the Interim Airport Director. An employment agreement was offered and accepted by Neil Planzer. Mr. Planzer's employment started on June 12th and may continue for twelve months.

The Airport Commission also requested that the Ratwik Law Firm review the Airport Commission's Employee Policy Manual. The HR Director has been reviewing the updated policy to verify it coincides with current practice.

Performance Evaluations

HR Staff updated our Performance Evaluation Forms to incorporate feedback received after our last review cycle. Mid-year talks should be completed by August 15th.

Subject	Start Date	Companies	Notes	Priority	Due Date	% Complete	Status
Transit Consultant Review	4/7/2025	Public Works	3rd party BlueSky has an extreme amount of Non-Performance Issues causing staff to have State conduct a Consultant Review. Informed CM Czczok: 4/3/25, 4/25/25, Then started to inform all SPW members: 4/30/25.	Normal	7/7/2025	10%	In Progress
Office Business in the GI District	6/5/2025	Community Dev	Developer submitted letter of intent to purchase three City owned industrial lots for a medical clinic – 6/5 EDA recommended that Office Business should be an allowed use in the GI District – 6/5 Planning Commission will consider request and conduct public hearing on 6/18 First Reading 7/7	Normal	7/21/2025	50%	In Progress
BlockMetrix- Site Control	8/1/2024	Community Dev	Purchase and Development Agreement- needs to be executed by BM Power Agreement- needs to be executed by BM Building Permits- have been applied for EDA will direct staff on next steps regarding the PDA at the June 5th meeting EDA took no action at the June 5th meeting Power Agreement is currently being reviewed by staff and will be reviewed by the PUC on 6/24 Power Agreement has been forwarded to Blockmetrix for review 7/2	Normal	7/31/2025	50%	In Progress
Arbitration Hearing with Teamsters Union		Human Resources	The Arbitration Hearing with the Teamsters (Police Lieutenant and Sergeants) Union is scheduled for July 31st. Phillip Finkelstein was selected as the Arbitrator. Staff is working with our Attorney to prepare for the Arbitration Hearing.	Normal	7/31/2025	25%	In Progress
Hiring Public Utilities Director	6/16/2025	Administration	Council directed staff to compile a list of concerns by Council Members and Commissioners to clarify misunderstandings regarding roles and responsibilities of each board (7/7)	Normal	7/31/2025	10%	In Progress
Amended Allowed Use Table – Zoning Code		Community Dev	Initial Planning Commission Review of Revised Allowed Use Table 5/21 Planning Commission Review and Direct Changes 6/18 Planning Commission Public Hearing 7/16	Normal	8/4/2025	50%	In Progress
Improved Signage Ordinance		Community Dev	Reviewed Example Ordinances and Selected New Proposed Language (complete) Planning Commission Reviewed Draft Ordinance on 6/18 and Directed Staff to Research Sign Lighting Standards Planning Commission to Review Final Draft on 7/16	Normal	8/18/2025	50%	In Progress
SRTS Lowell		Public Works	Construction	Normal	10/1/2025	75%	In Progress
Improvement 23-12 Beech		Public Works	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	Normal	10/20/2025	50%	In Progress
Improvement 17-12 Wright		Public Works	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	Normal	10/20/2025	50%	In Progress

Improvement 23-14 Hawkins		Public Works	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	Normal	10/20/2025	50%	In Progress
Improvement 23-16 S Brd Resurface		Public Works	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	Normal	10/20/2025	50%	In Progress
M Street Outfall		Public Works	Advertise for Bids (7/7) Council approved to include the fence repair with project, but not the Outfall. Mike will be informing the property owner fence will be repaired.	Normal	10/20/2025	25%	In Progress
Shoreland Ordinance		Community Dev	DNR E-mailed Staff Indicating the City must update its Shoreland Ordinance Staff have Begun Researching Other Municipalities' Shoreland Ordinances	Normal	12/31/2025	5%	In Progress
Airport Resolution		Administration	Staff continues work on resolution. Interim Airport Director has been hired.	Normal		25%	In Progress
Codification		Administration	Initial talks have taken place. Need to develop a schedule. Staff is working to do this internally.	Normal		0%	Not Started
805 Laurel		HRA	Developer is working on financing	Normal		10%	Waiting
Riverside Drive Orderly Annexation		Community Dev	Staff is coordinating with the Crow Wing County City Council directed staff to resolve connection charge issues and the Rural Service District prior to moving forward with annexation (Complete) Ordinance 1581 is set to eliminate future use of Rural Service District- adopted 6/2 (Complete) Public Works Department – Discuss Connection Charges set at 6/2 meeting (complete) Staff to seek direction from City Council regarding the Annexation of Riverside Drive on 7/7	Normal		50%	In Progress
Fire Station #1 Renovation	3/10/2025	Fire	On 4/22/25 met with Widseth and sub-contractors to review scope of work and cost estimates. On 4/28/25 met with Widseth. Walk throughs with Nor-son and Hytec to review scope of work and cost estimates. 5/9/25 Widseth is going to start working on the DNR permit process. 5/12/25 Widseth onsite shooting grades for bluff setback confirmations. 5/19/25 On site 6/16/25 Meeting with Widseth, Kramvik, and Dehn in reference to CUP and variance needed for project. Verifying we can do the project on the current site if funded.	Normal	8/1/2025	10%	In Progress
Pedestrian Bridge		Public Works	Staff is pursuing funding opportunities including State Bonding	Normal		25%	Waiting

Wastewater Reclamation		Public Utilities	Staff is pursuing funding opportunities including State Bonding Awarded \$5 million in Congressional Spending. Project bids were rejected and approved at commission and council meetings. Bolton and Menk are suggesting we pursue construction manager at risk to oversee the project and create a maximum price.	Normal		25%	Waiting
Hydrodam		Public Utilities	Barr Engineering and staff continue work related to procurement of one at the hydro facility. Staff and Barr are awaiting responses on state funding prior to bidding. Barr recently found from multiple suppliers that the project type with the submersible generators are not longer in production or have been paused. We are still awaiting the reasoning behind this change. One such vendor eliminated their line completely. In Barr's preliminary research the eliminated line of turbine was anticipated to be the most economical for the utility. Additional information is forth coming. Funding through legislative sessions has stalled at this time, but has now been picked up in both the house and senate from Marty Seifert, additional discussion to occur related to the F&H Contract (05/20/2025).	Normal		25%	Waiting
Sale of Industrial Properties		Community Dev	River Birch Investments submitted a letter of intent to purchase three industrial park lots at \$1 per acre – 6/5 EDA was in favor of the project and directed staff to begin negotiations on a purchase and development agreement City Council directed staff to begin negotiations on a purchase and development agreement and were generally in favor of the project 6/16	Normal		5%	In Progress
Completed Tasks 2025							
Rural Service District Ordinance		Community Dev	Review of Draft Ordinance (Complete) 1st Reading (Complete) Letters mailed to designated property owners 5/12 2nd Reading & Public Hearing 6/2	Normal	6/2/2025	100%	Complete
Ordinance to Amend Off-Street Parking – Allowing Unimproved Surfaces in General Industrial		Community Dev	Planning Commission Reviewed Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21 Planning Commission Recommended Ordinance 5/21 First Reading 6/2 Final Reading 6/16	Normal	6/16/2025	100%	Complete
Ordinance to Amend Screening Requirements – Outdoor Sales		Community Dev	Planning Commission Review Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21 Planning Commission Recommended Ordinance 5/21 First Reading 6/2 Final Reading 6/16	Normal	6/16/2025	100%	Complete
Code Enforcement Ordinance		Community Dev	Review Draft Ordinance 5/19 First Reading of Proposed Ordinance 6/2 Final Reading and public hearing 7/7	Normal	7/7/2025	100%	Complete

Corner Lot Fence Requirements	5/19/2025	Community Dev	City Council Directed Planning Commission to Review Proposed Regulations for Corner Lot Fences 5/19 Planning Commission Reviewed Proposed Ordinance Language and Directed Staff to Hold a Public Hearing 6/18 at Planning Planning Commission Recommended Approval 6/18 First Reading 7/7	Normal	8/2/2025	100%	Complete
Country Manor		Community Dev	Development Agreement (executed) Tax Abatement Agreement (executed) Cost Share Agreement CWC (executed) Conduit Debt PH 3/17 (Complete) Conduit Debt Agreement 3/17 (executed) Will Issue Letter 5/12 (executed) Issue Conduit Debt (5/28) Groundbreaking Ceremony (6/10)	Normal		100%	Complete



RECREATION REPORT

Current:

Softball league-Monday-Thursdays

Pickleball league-Tuesdays & Thursdays

Concessions @ 3 locations: Memorial, Bane, Jaycees.

Working on:

Movies in the Park: July 5th 9 pm at Lyman P. White Park

Lum Park Grand Opening: July 13 @ 5 pm. Loons Show 6-7pm.

Open registration for fall kickball league

End of June-Open registration for fall pickleball leagues

End of June-Open registration for fall softball leagues

Prepare for End of Summer Softball themed softball tournament

Prepare for End of Summer Pickleball tournament

PARKS MAINTENACE REPORT

- Trimming trees at Lum Park Campground
- Repaired stone pillar at Gregory Park
- Watering flowers & grass
- Fixed outfield fencing at Jaycees Park
- Fixing sprinkler heads
- Preparing for tournaments for BBBA
- Putting in signage (misc.)
- Repaired hand dryer Lum Park
- Installing benches & slabs
- Painted soccer field for YMCA
- Weed whipping & mowing
- Chips at dog park
- Fixing equipment
- Whip welcome signs



- Restroom
- Supplies
- Wood chips
- Splash pad
- Herbicide

STREETS & SEWER REPORT

- Paint crosswalks and parking stalls downtown
- Jet and camera Sanitary sewers
- Storm damage cleanup
- Remove granite chips from Gregory Park and replace them with wood chips
- Level pavers in downtown walkways
- Grade alleys, repair water pooling and runoff issues.
- Perform MNDOT inspections on city vehicles
- Plant boulevard trees

Thank you, National Guard, Shawn Middagh, & Troy Harris for helping at Lum & Gregory Park with projects!





PUBLIC WORKS
JULY 7, 2025





PUBLIC WORKS
JULY 7, 2025





ENGINEERING REPORT

Beech/Oakridge Reconstruction Project

This project was awarded to Landwehr Construction. Centerpoint Gas is finishing completing work on their trunk gas main relocation and service lines. It is anticipated that street construction will start shortly following the relocation. Staff will be coordinating with the contractor on the planned construction schedule and other details. Staff will continue to coordinate with project partners and send out flyers for residents preparing them for the construction season.

Wright/10th Reconstruction Project

Landwehr has closed Wright Street as they are completing the removals on the first phase of the project. It is expected that the next few weeks will be underground utility construction. Wright Street construction is expected to continue through early August. After Wright Street is re-paved and open to traffic, the contractor will move to 10th Street. It is expected that construction will occur throughout the summer with close coordination with adjacent properties and the County Fairgrounds.

TH 371B/Willow Roundabout Project

Staff is bringing an award recommendation to the Council at the Monday meeting. It is intended that the project begins after the County Fair in early August and continuing into the fall. Coordination with all stakeholders will be taken into consideration during the construction project.



South Brainerd Resurfacing Project

Fire hydrant and curb replacement work has been completed and some paving has been finished. The remaining paving work is expected to occur this week with final restoration items expected through mid-July.

Hawkins-Ronald-Joseph Resurfacing Project

Plans are currently out and advertising for bids. It is intended to have this project occur 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. Some work may be able to occur in fall 2025 but some may lag into spring of 2026, depending on the weather this fall.

2025 Lowell Safe Routes to School Project

DeChantal Excavating has completed grading of the block and installing electrical and curb through next week. Following this, paving, sign installation, and final restoration items will take place through the remaining of July.

TH 210/Washington Street Reconstruction Project

MnDOT is continuing to develop plans to the 90% stage. Staff was able to meet with a couple members on the Council Aesthetics PMT to collect input and comments on the aesthetics plan details to be included in the final plans. Staff has received initial feedback from MnDOT on those comments and is collecting more information. Staff continues to work with SRF and MnDOT to



develop utility and street lighting plans that will be included with the street reconstruction.

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

This project is complete and staff is reviewing final quantities with the contractor before bringing a recommendation to the Council to close out this project.

M Street Storm Sewer Outfall Repair Project

This project is being presented to the Council with a recommendation to approve and advertise for bids. Staff was able to meet with BIC to discuss the restoration work with their support. Following award, it is intended that this work will be completed in fall 2025.

2025 Chip Sealing Project

The project has been awarded. Staff will coordinate with the contractor on a proposed schedule for this work.

2025 Large Patching Project

Project has been awarded and contracts executed. Staff is coordinating with the contractor on a proposed schedule for this work.

Library Exterior and Mechanical Repairs Project



The window and concrete sidewalk work has been completed. Staff is anticipating that the remaining HVAC, door, and other repairs will be completed in August and September 2025.

2025 City Tree Plantings Project

The contractor is planning to complete plantings shortly to beat the heat of summer and establish the trees. 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

This work is complete and the area has been hydroseeded.

Police Department Exterior Repairs Project (2024)

The contractor is completing the EIFS repairs and will be completing the remaining window/door replacements over the next couple weeks. Followed shortly by new painting. 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



PUBLIC WORKS
JULY 7, 2025

- Reviewed and approved excavation and utility permits
- Continued coordination for relocation work on 2025 construction projects with utilities
- Prepared and sent contract documents for Beech/Oakridge Reconstruction project
- Participated in PW Department Division meeting
- Met with MnDOT staff to discuss comments on current scope of aesthetics on TH 210 Reconstruction project
- Reviewed shop drawings for Beech/Oakridge Reconstruction project
- Met with Mike Higgins to review M Street Outfall Repair project plans
- Met with Essential Health to discuss future closure of vacated block of Ivy Street
- Reviewed turf re-establishment on South Brainerd Reconstruction Project
- Discussed utility replacements and easements on TH 210 at 10th Ave NE
- Visted and reviewed street closure on Front Street after building fire
- Reviewed proposals for sidewalk repairs
- Reviewed proposals for sanitary sewer lateral locating
- Attended Country Manor construction project kick-off meeting
- Attended mandatory safety training
- Met with developer regarding potential residential project in Buffalo Hills area
- Met with developer regarding potential residential project
- Met with contractor to discuss quantities on 15th/Quince Alley Sewer/Water project
- Meeting with Widseth to review Brainerd FD remodel project
- Attended CEAM Webinar on Public Works topics
- Weekly meeting with contractor on PD Exterior Improvements project



- Reviewed Development Agreement for St. Francis Church improvements
- Reviewed CUP application materials with Lakes Area Christian Fellowship
- Reviewed TH 210 lighting layouts and details with BPU
- Met with building owner to discuss next steps for Front Street building damaged by fire
- Attended bid opening for TH 371B/Willow Roundabout project
- Hosted construction update meeting for Library repairs project
- Provided documentation for ash tree replacements for MnDNR grant

TRANSIT REPORT

1. Media Coverage & Public Engagement

- Brainerd.Dispatch is preparing an article spotlighting Brainerd Transit's new rider-first software and how it is expected to support ridership growth.
- Region Five Development Commission will be featuring Brainerd Transit on their social media platforms, highlighting the software launch and system improvements.

2. Grant & Reporting Milestones

- The 2026 Annual Transit Report has been completed and submitted to MnDOT for Greater Minnesota Transit.
- Both the 2026 Operating Grant Application and 2026 Capital Vehicle Solicitation Grants have been submitted to MnDOT and the FTA for review and approval.
- 2nd Quarter 2025 invoicing has been finalized.

3. Software Transition: Spare

- Twice weekly implementation meetings with Spare continue to ensure a smooth rollout.



- Soft.Launch: July 14, 2025
- Full.Launch: July 28, 2025
- Customer.App.Availability: July 14, 2025
- Data migration is still underway.
- Weekly training sessions with all staff

4. Operations & Oversight

- Weekly operations meetings with Blue Sky Transit continue, with recurring issues regarding vehicle maintenance noncompliance and violations of FTA procurement procedures remaining a top concern.
- In June, Blue Sky was fined \$13,150 for nonperformance.

Violations included:

- Failure to report breakdowns, accidents, or injuries
- Noncompliance with required procedures and regulations
- Missed preventative maintenance
- Violations of city, state, and federal policies
- Inadequate staffing and training
- Inaccurate trip data entry

5. Accountability & Safety Measures

- Internal audit of vehicle inspection sheets revealed ignored maintenance issues; enforcement actions are being taken.
- Bus 191 was pulled from service due to unresolved safety issues noted in inspections, which the contractor again failed to address.
- The contractor has repeatedly conducted repairs exceeding \$500 without prior approval and has not consistently followed warranty procedures.

6. Future Planning



PUBLIC WORKS
JULY 7, 2025

- Ongoing meetings are being held with consultants regarding the Transit Contracted Service Analysis. The next session will review final findings and recommendations.

**RECEIVED****JUL 02 2025**

SPECIAL EVENT APPLICATION

CITY OF BRAINERD
ADMINISTRATIONDate of Application: 7-2-2025

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

Type of event:

☐
☒Event – City Parking Lot
Event with Street Closure☐
☐Event – City Park
Other _____

Name of event:

Street Fest**Organizer Information**

Organizer's Name:

Brainerd Jaycee, Inc.

Organizer's Address:

PO Box 384, Brainerd MN 56401

Event Contact Person:

Clark Schmidt

Event Contact Daytime Phone:

763-242-1334

Event Contact E-mail Address:

brdstreetfest@gmail.com

Contact Name/Number Day of Event:

Clark Schmidt / 763-242-1334

For Profit/Nonprofit Status (type):

Non-profit**Applicant information (if different from the event organizer):**

Applicant Name:

Applicant Address:

Applicant Phone:

Applicant E-mail Address:

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
7/25	12 pm	12am	Mills Lot and Front st, 6 th -8 th
7/26	6 am	12am	Mills Lot and Front st, 6 th -8 th
7/26	6 am	4 pm	Front Street Parking Lot
7/26	7 am	12 am	Mills Lot and Front St. Parking Lot

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

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

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

Description of Activities

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

Vendor Market, Ribfest, games, activities, and music.

Site Information

Electrical usage



Yes



No

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

Powered by Jaycees

Amplified Sound



Yes



No

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

Professional Sound Equipment

Announcements through the day & Music 9pm - 12 pm

Restrooms provided



Yes



No

If yes, how many 15 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: Nelson Sanitation

(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:

Small banners, Flyers on Event corners, permits

Trash Receptacle Disposal



Yes



No

Company contracted for trash receptacle disposal: Waste Partners

Additional Event Information

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

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

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

Street Closure Request Information

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

Front Street between 6th St and 7th St. with a portion between 7th St. and 8th St.

Date and time for beginning of street closures: Saturday 6am

Date and time for reopening of streets: Saturday 12am

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.

Sidewalks will be open during event times.

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



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				Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support				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				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				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				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				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

Event Application Approval

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

City Administrator

Date

Approval Conditions:

- City Hall parking lot will not be able to be utilized by the Mills employees on Friday due to the farmer's market.
- Submit Certificate of Insurance prior to event to: tgage@ci.brainerd.mn.us
- Hire 2 police officers for security each night from 8:00pm to 12:00am
- Contact Street Department 1 week prior for street/parking lot closure materials: 218-513-4412
- Communicate with affected businesses
- Per MN State Fire Code: If more than 1000 people attending the event in a fenced off or controlled access area, they will need to provide trained crowd managers for the event.
- Activities must not interfere with the closed area adjacent to 614-618 Front Street, currently barricaded. No participants (or public) are allowed within the barricaded area for safety purposes.



SPECIAL EVENT APPLICATION

Date of Application: 6/10/25

Event applications must be submitted to the Public Works Department at 501 Laurel Street, Brainerd, MN 56401 or tgage@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of Event:

- ☐ Event- City Parking Lot
☒ Event with Street Closure

- ☐ Event- City Park
☒ Other

Name of Event:

Organizer Information

Organization Name	Brainerd Catholic
Organization Address	411 N 10th St. Brainerd, MN 56401
Event Contact Person	Kevin Denny
Event Contact Phone	218-822-4040
Event Contact Email	kevin.denny@duluthcatholic.org
Contact (Day of)	Kevin Denny 218-640-1061
For Profit/Nonprofit Status	Non Profit

Event Information

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:

Brainerd Catholic Churches looks to host a running event The Faithful 5K: Run for the Son on Saturday, September 27th. This will include a 5K and 10K course. It will begin and end at the St. Andrews Catholic Church on the south side of Brainerd, and incorporate a number of trails, streets and roads in the area to provide the loop. I have attached two maps the detail the course. I have spoke with the Brainerd Police department before plotting the route to ensure it's plausible. Will look to know more about what requirements will be necessary for street crossings etc.

Event Details:

Event Date	Start Time	End Time	Event Location(s)
9-27-25	8:00	12:00	St. Andrews, 108 Willow St

City Locations/Facilities

- 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 (contact the Parks & Recreation Department for information)
- Other (specify location above)

Sit Information

Electrical Usage ☐ YES ☐ NO

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

Amplified Sound ☒ YES ☐ NO

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

Restrooms ☒ YES ☐ NO

If yes, how many 3 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: In discussion with several portable restroom providers

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

Signs/Banners/Posters/Flyers ☒ YES ☐ NO

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

Trash Receptacle Disposal ☒ YES ☐ NO

Company contracted for trash receptacle disposal: Waste Partners

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	☐	☐	☐	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support	☐	☐	☐	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	☐	☐	☐	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	☐	☐	☐	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate				May be required before issuing a permit.
Sign/banner Permits	☐	☐	☐	Contact the Planning Department for information/procedure.
Parade Permit	☐	☐	☐	Issued by the Police Department after complete submission of application.
Alcohol Use Permit	☐	☐	☐	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

Street Closure Request Information

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

I don't know that any streets would need to be closed? I would like to discuss further if needed.

Date and Time for beginning of street closure:

Date and Time for reopening of streets:

Describe how your event preserves customer and residential access for businesses and houses along your proposed street closure (e.g. preserving pedestrian traffic along sidewalks):

Running will happen either on the trails or side of the streets, yielding to traffic, just as other runs in this area do.

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

Kevin Denny

Print Name

Event Application Approval

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

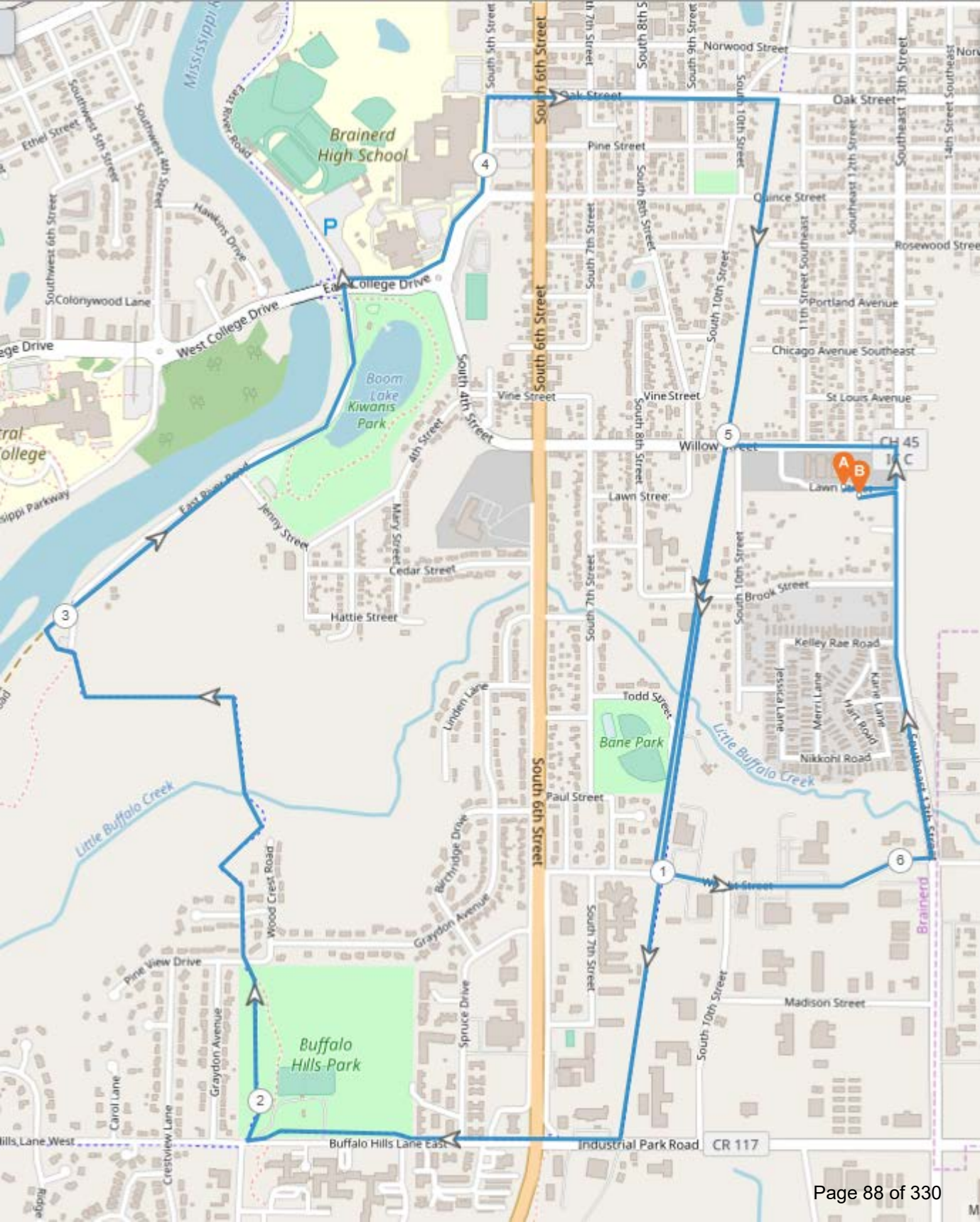
City Administrator

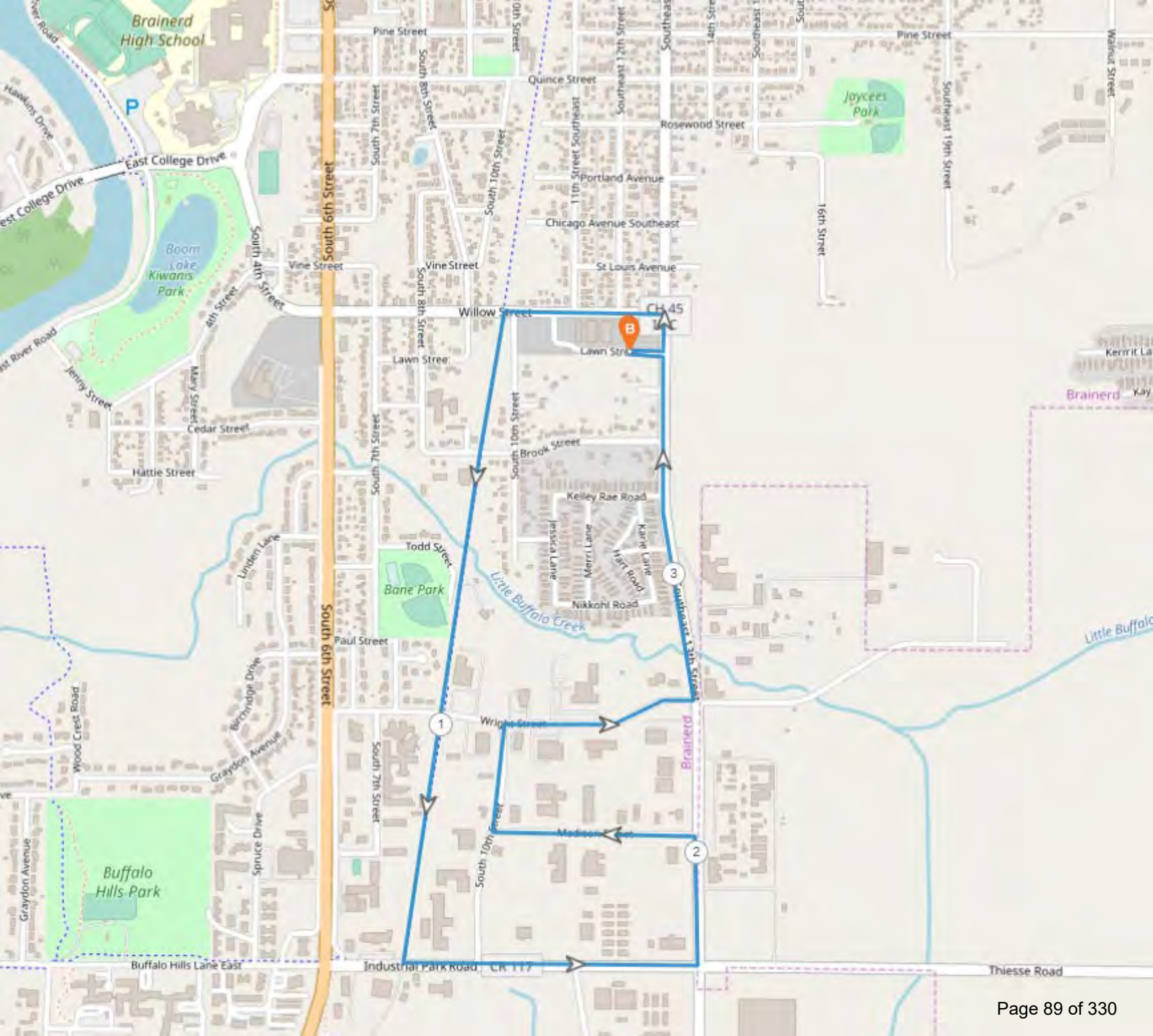
Date

Approval Conditions:

- a. Street Cross Volunteers at the following intersections
 - i. 6th Street and Oak Street
 - ii. 6th Street and Industrial Park Road
 - iii. Buffalo Hills Trail and Willow Street
- b. Wright Street and 10th Street are under construction this summer. Officially, plan for another route; however keep in touch for project updates.
- c. Contact the Crowwing County regarding running on 13th Street/CC45.
 - i. Crowwing County Hwy Department: 218-824-1067

Coordinate with staff to develop alternative route- due to construction
Coordinate with Brainerd Police Department







SPECIAL EVENT APPLICATION

Date of Application: 6/30/25

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

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

Name of event: 2025 Warrior Homecoming 5K Fun Run

Organizer Information

Organizer's Name: Tessa Capelle/ISD 181 Nordic Ski Team
Organizer's Address: 24313 Wild Wings Way, Nisswa, MN 56468
Event Contact Person: Tessa Capelle
Event Contact Daytime Phone: 218-232-1973
Event Contact E-mail Address: tessa.capelle@isd181.org
Contact Name/Number Day of Event: Tessa 218-232-1973
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

Applicant Name: Same
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
9/20/25	7:00 am	10:00am	Kiwanis Park + trails/roads
			(course Maps provided as attachment)

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

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

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

Description of Activities

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

The annual Brainerd Warrior Homecoming fun run/walk starts at Kiwanis Park and proceeds

around local trails and roads, finishing on the HS track.

The event is a 5 Km distance. Map attached. Brainerd ISD 181 and the nordic ski team run the event.

Site Information

Electrical usage



Yes



No

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

BHS and Karma Race Management provide all power needs for the event at the track

Amplified Sound



Yes



No

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

May have announcements starting on the track near the finish line around 9:20 and may have national anthem sung around 9 am

Restrooms provided



Yes



No

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

Company contracted for restrooms: Kiwanis Park and BHS track

(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:

promotional flyers at local businesses where allowed. Temporary course markings on the route.

Trash Receptacle Disposal



Yes



No

Company contracted for trash receptacle disposal: BHS/ISD 181

Additional Event Information

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

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

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

Street Closure Request Information

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

No closures needed. Volunteers will monitor the route. Race starts at 9 am and runners on East River Road will last under a minute.

Date and time for beginning of street closures: n/a

Date and time for reopening of streets: n/a

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.

The early morning run experiences very limited traffic. Volunteers monitor intersections with orange vests

on for visibility. Runners are instructed to yield to traffic at all times.

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.

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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



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				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				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				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				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				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
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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

Event Application Approval

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

City Administrator

Date

Approval Conditions:

- Remove all signs immediately after event
- Reserve park facility (complete)
- Submit insurance to lasbach@ci.brainerd.mn.us
- Contact Street division for any street closure materials 218-513-4412
- Work with Police Department for any traffic concerns

Brainerd Homecoming 5k Course

← Lap 1
← Lap 2

Mile mark

Finish

Kiwanis Park

Start

Mile mark

Treatment plant

Mile mark

Paved bike/walking path

Race starts South of Kiwanis Park shelter and registration area on East River Rd. and proceeds South to paved walking/bike path. Path curves East, away from the river, and course leaves paved path at "T" junction with gravel service road shortly before mile 1 mark. Service gate is opened for runners. Race continues North by water treatment plant, crosses Jenny St., proceeds around Boom lake 1.5x counter-clockwise. Course crosses Kiwanis park parking area and turns North using College Dr. pedestrian underpass to return to and cross East River Rd. and enter Brainerd High School track for a 380m counter clockwise run on the track to finish.



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Ratify Hiring 2025 Summer Temporary Employees

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): n/a-consent

SUMMARY OF ISSUE: Attached is a listing of our 2025 temporary employees that have recently received a conditional job offer and have successfully completed their background checks.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Pursuant to MN Statute, seasonal assignments are limited to 67 working days per calendar year OR 100 working days per calendar year if the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

RECOMMENDED ACTION/MOTION: Motion to authorize the hiring of the 2025 temporary employees as presented on the attached listing.

FINANCIAL IMPACT: The positions were included in the 2025 budget.

2025 Summer Temporary Employees

	<u>Name</u>	<u>Job Title</u>	<u>Date of Hire</u>	<u>2025 Hourly Rate</u>
*	Kaden Schilling	Parks Seasonal Maintenance	6/30/2025	\$18.00
*	Brandon Burgau	Umpire	7/7/2025	\$32.00/Game

Submitted for Consideration for the July 7, 2025 Council Meeting

* Returning Employee



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Adopt Resolution Related to the Main Lift Station Improvements

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Danny Loch, Finance Manager

DEPARTMENT: Public Utilities

PRESENTER: Danny Loch, Finance Manager

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: The attached resolution has been provided by Widseth Smith Nolting and Associates (Widseth) for approval. During the State's review of the Main Lift Station Facility plan documents, the State requested a resolution be adopted by City Council approving the plan. The plan is attached to the agenda request. A public hearing for the project was conducted at the regularly scheduled Commission meeting on March 25, 2025.

This adoption is the first step in an on-going project to replace the main lift station and idetenfies the budgeting needed for future years.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Adopt the attached resolution related to the on-going main lift station improvements.

FINANCIAL IMPACT:

RESOLUTION
XX:25

**RESOLUTION ADOPTING FACILITY PLAN FOR BRAINERD MAIN LIFT
STATION**

WHEREAS, the City of Brainerd intends to construct wastewater system improvements, and

WHEREAS, the City of Brainerd has prepared a Facility Plan for the construction of new Brainerd Main Lift Station

BE IT AND IT IS HEREBY RESOLVED, that the City of Brainerd adopts the plan entitled "Facility Plan for Brainerd Main Lift Station", dated June 6, 2025.

Adopted this 7th day of July 2025

MIKE O'DAY
President of the Council

Adopted this 8th day of July 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

FACILITY PLAN
FOR
BRAINERD MAIN LIFT STATION
CITY OF BRAINERD
BRAINERD PUBLIC UTILITIES

PUBLIC HEARING
MARCH 25, 2025

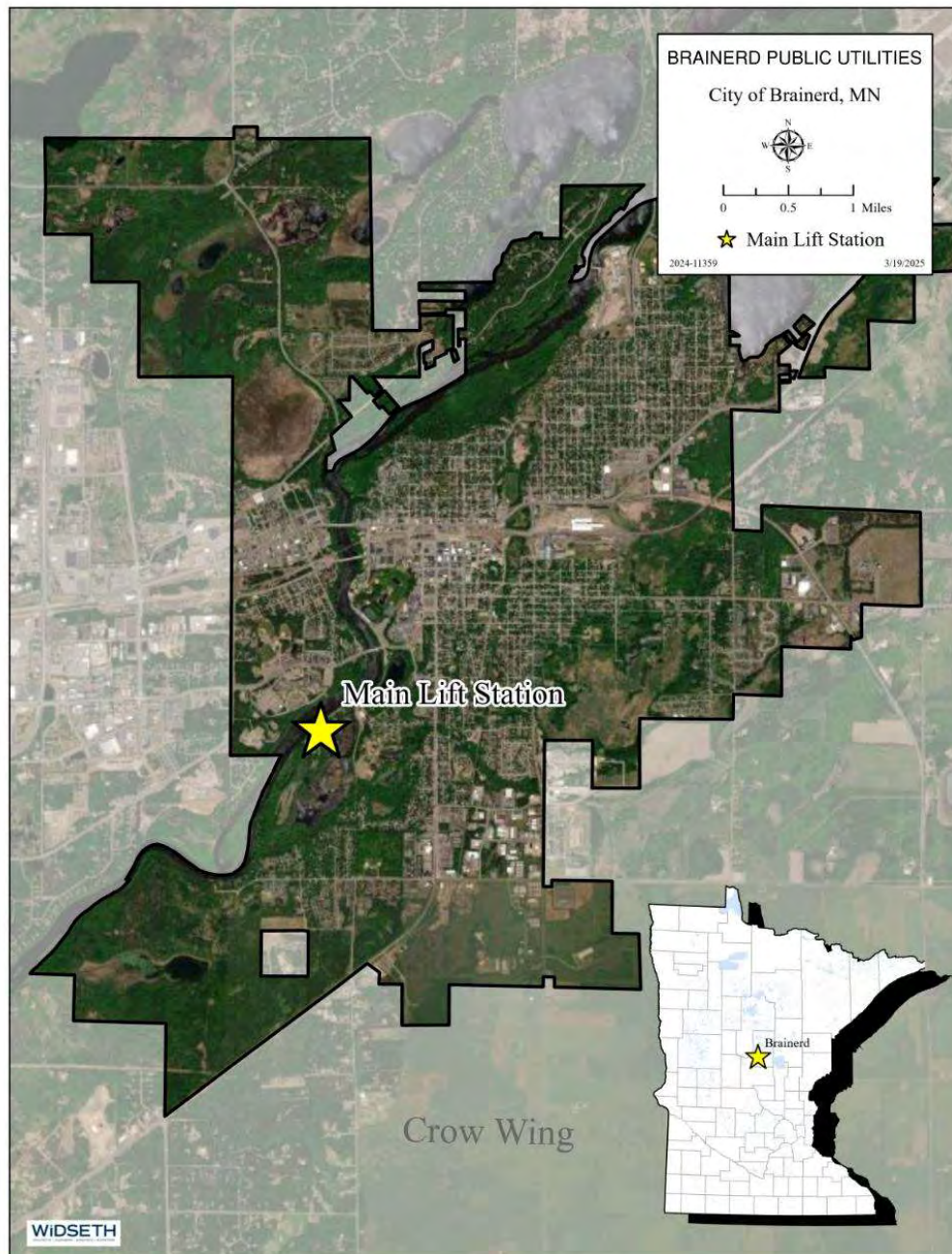
Prepared By:
Widseth Smith Nolting and Associates, Inc. (Widseth)
7804 Industrial Park Road
Baxter, MN, 56425

HRGreen
2550 University Avenue W
Suite 400N
St. Paul, MN 55114

Widseth Project No. 2024-11359

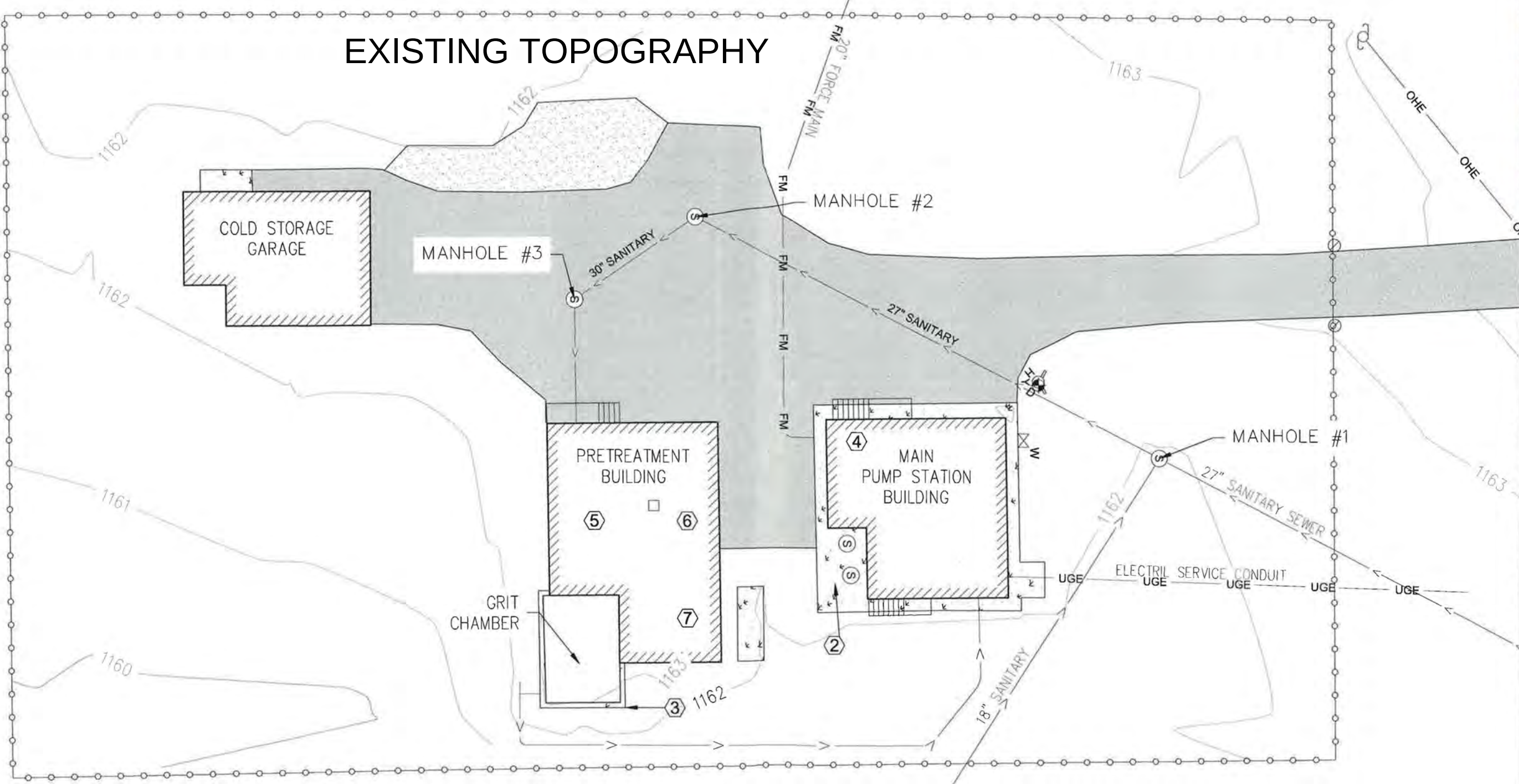
1.0 Project Planning
1.1 Location

The City of Brainerd is the county seat of Crow Wing County, Minnesota located in the southwest corner of the county. Brainerd straddles the Mississippi River several miles upstream with confluence with the Crow Wing River. The following figure shows the location of the Main Lift Station:

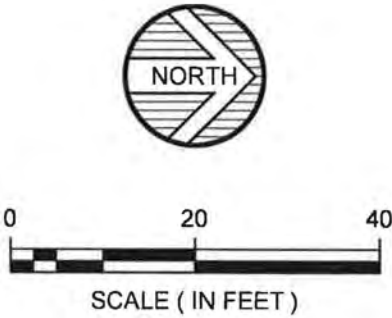


The following sheet shows the existing topography at the Brainerd Main Lift Station:

EXISTING TOPOGRAPHY



- NOTES:
- 1. 100-YEAR FLOOD ELEVATION: 1165.0'
 - 2. CONCRETE/HATCH ELEV. - 1162.79'
 - 3. GRIT CHAMBER TOP OF WALL ELEV. - 1166.51'
 - 4. FIRST FLOOR ELEV. - 1167.66', PUMP ROOM FLOOR ELEV. - 1139.16'
 - 5. SCREEN AREA FIRST FLOOR ELEV. - 1166.10', LOWER FLOOR ELEV. - 1151.6.10'
 - 6. GRIT HANDLING AREA FLOOR ELEV. - 1163.10' Top Bldg Elev 1182.5
 - 7. GRIT PUMP ROOM FLOOR ELEV. - 1136.09'



WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DATE	NOVEMBER 2020	SCALE	AS SHOWN	CHECKED BY	NGP	JOB NUMBER	2020-10577
BY		DATE		REVIEW			
MAIN PUMP STATION BRainerd PUBLIC UTILITIES BRainerd, MN							
APPENDIX A - 100-YEAR FLOOD ELEVATIONS							
SHEET NO.							

1.2 Environmental Resources Present

The proposed project is located within a park zoning district, meaning that the land is publicly owned and managed for active or passive recreational uses. The terrain in the area surrounding the proposed project is primarily forestland with some streams, wetlands, and lakes. Temporary soil disturbance is expected during construction. However, the proposed project is not anticipated to permanently alter the general land use in the surrounding area.

The U.S. Fish and Wildlife Service Information for Planning and Consultation tool was utilized to determine threatened or endangered species that may potentially be present in the area. Results found the Northern Long-Eared Bat, Gray Wolf, and Monarch Butterfly may be present, but it was determined that the proposed project would not have an effect on these species and no critical habitat is located within the boundary of the project.

The Minnesota DNR Natural Heritage and Nongame Research program was contacted regarding the proposed project as well. NHIS review results indicated potential impacts to Blanding's turtles as a result of the proposed project. Several avoidance measures are required to protect Blanding's turtles near the project area while construction activities occur. Silt fencing will be installed and buried to a minimum depth of 10 inches to prevent turtles from nesting within the project area. Erosion and sediment control measures will be wildlife friendly to prevent the inadvertent take of Blanding's turtles and hydro-mulch products that contain synthetic (plastic) fiber additives will be avoided. All contractors working in the project area will be given a Blanding's turtles flyer, the ground will be checked before the use of heavy equipment or ground disturbance, and any sightings will be reported using the Quick Species Observation Form.

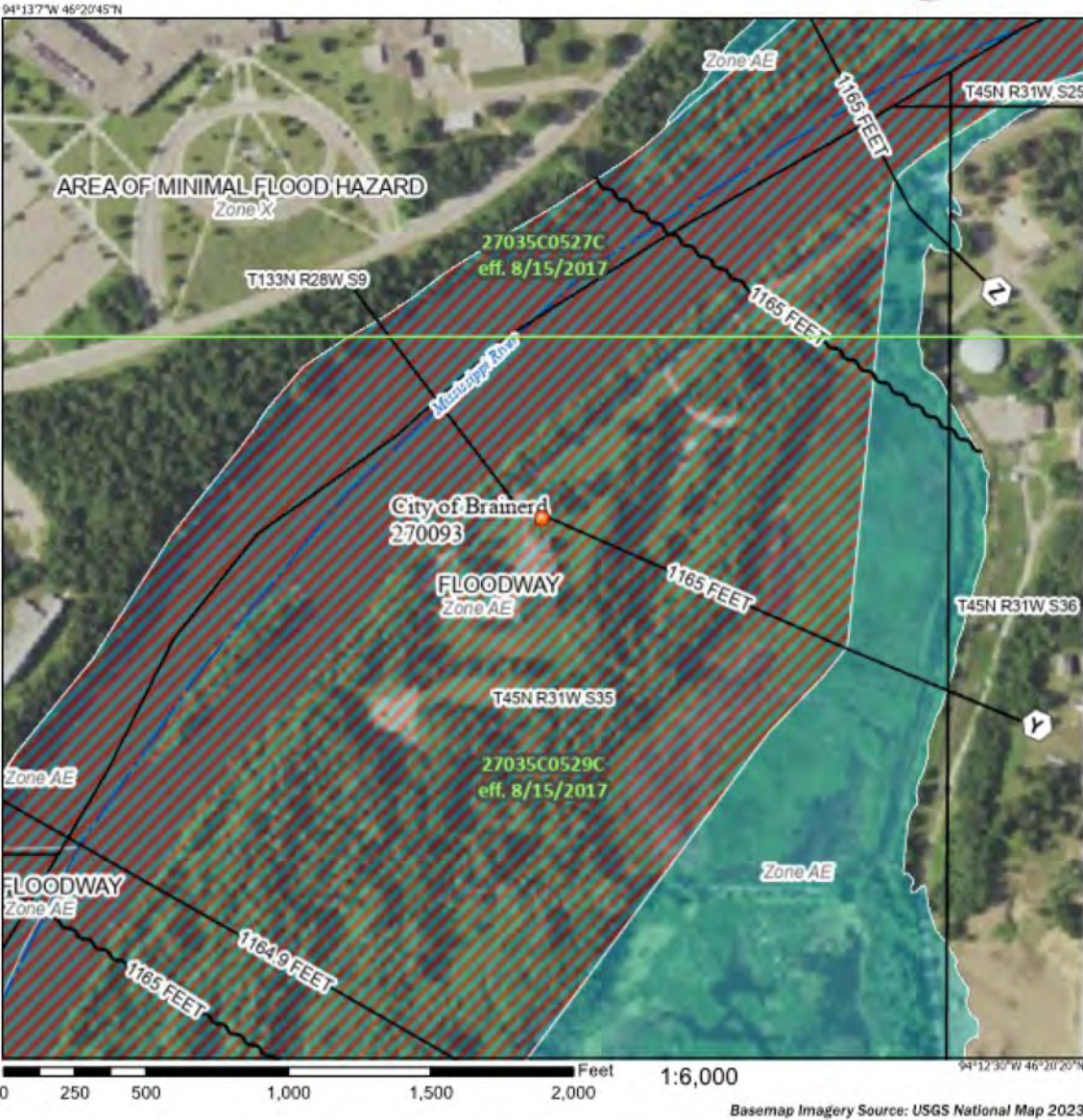
The Minnesota State Historic Preservation Office (SHPO) was contacted on March 19, 2025, to determine if there are any historic properties near the project area that may be affected because of the project. SHPO review results are anticipated on or around May 19, 2025.

The project area is located within a FEMA regulatory floodway zone AE, indicating the area is a high-risk flood zone that has a 1% annual chance of flooding. Due to this project's location within the Mississippi River floodplain, existing structures were built to account for potential flooding that may occur, and new buildings will also be constructed to meet local development standards for structures in a regulatory floodplain. Please find attached the FEMA National Flood Hazard Layer for the Brainerd Main Lift Station.

A construction stormwater pollution prevention plan (SWPPP) will be developed and implemented during construction for erosion and sedimentation control. There are not anticipated to be any negative impacts to water or air quality because of this project. During construction, there may be a temporary increase in traffic, odors, and noise. Long-term impacts are not anticipated and there are no other adverse environmental impacts expected within the scope of the proposed project.

The Environmental Information Worksheet (EIW) for the proposed project contains a comprehensive evaluation of the potential impacts the project may have on the social and environmental features of the area and shall be completed after the SHPO review is completed.

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, AH
		With BFE or Depth Zone AE, AD, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/22/2025 at 9:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

1.3 Population Trends

The population projections in the following table are from the Brainerd 20 Year Outlook Report for the Wastewater Treatment Facility prepared by Bolton & Menk, Inc.

Population History and Projections	
Year	Brainerd
2015	13,671
2016	13,679
2017	13,719
2018	13,732
2019	13,755
2020	14,395
2021	14,679
2022	14,895
2023	14,670
2024	14,689
2030	14,800
2035	15,200
2040	15,500
2045	15,700

The historical data is from the Minnesota State Demographic Center and the decennial census. The Minnesota State Demographic Center indicates that the population of Brainerd will decrease to 14,601 in 2045. However, local projections provided by the City of Brainerd may be more accurate to determine population trends. The local projects were used in the Brainerd 20 Year Outlook Report for the Wastewater Treatment Facility prepared by Bolton & Menk, Inc. specifying a 2045 population projection of 15,700.

The Brainerd 20 Year Outlook Report has the following conclusions regarding the commercial and industrial development:

- Commercial development will increase as the residential population increases.
- No new significant industrial development is anticipated.

1.4 Community Engagement

The City of Brainerd and the Brainerd Public Utilities Commission on March 25, 2025, to review the proposed improvements. A summary of the resident questions and answers and an attendance list can be found in Appendix . The City of Brainerd is seeking funding assistance from the Public Facilities Authority (PFA). A Preliminary Facility Plan was submitted on March 7, 2025, to the Minnesota Pollution Control Agency (MPCA).

2.0 Existing Facilities

Brainerd Public Utilities operates a preliminary treatment pumping station facility located on the east side of the Mississippi River where the original trickling filter wastewater plant was located. In 1969-1970 an alternations project was completed at the original trickling filter wastewater plant and part of that project was construction of a new screen/grit chamber preliminary treatment building. A decade later, 1979-1980, the wastewater treatment facility was moved to the west side of the Mississippi River to the current location. As part of that project, the main pump station was constructed as EPA Project No. C270863 Part 1. The course bar screen and grit chamber preliminary treatment building remained with minor modification completed for wastewater pretreatment before pumping wastewater across the river to the new WWTF. Part II of the EPA project was the forcemain, river crossing, and interceptor line used by the main lift station to transfer wastewater to the new WWTF. The river crossing was replaced in 2023 and 2024.

The screen/grit chamber building and main pump station building, and related process equipment are 50 and 40 years old respectively. General yearly ongoing maintenance continues by BPU but no major process equipment or building projects have been completed since the main pump station was brought online in the early 1980's.

Preliminary Treatment Building (West Side)



Preliminary Treatment Building (Southeast)



Main Pump Station Building (Southwest)



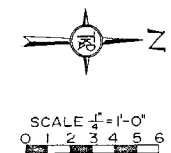
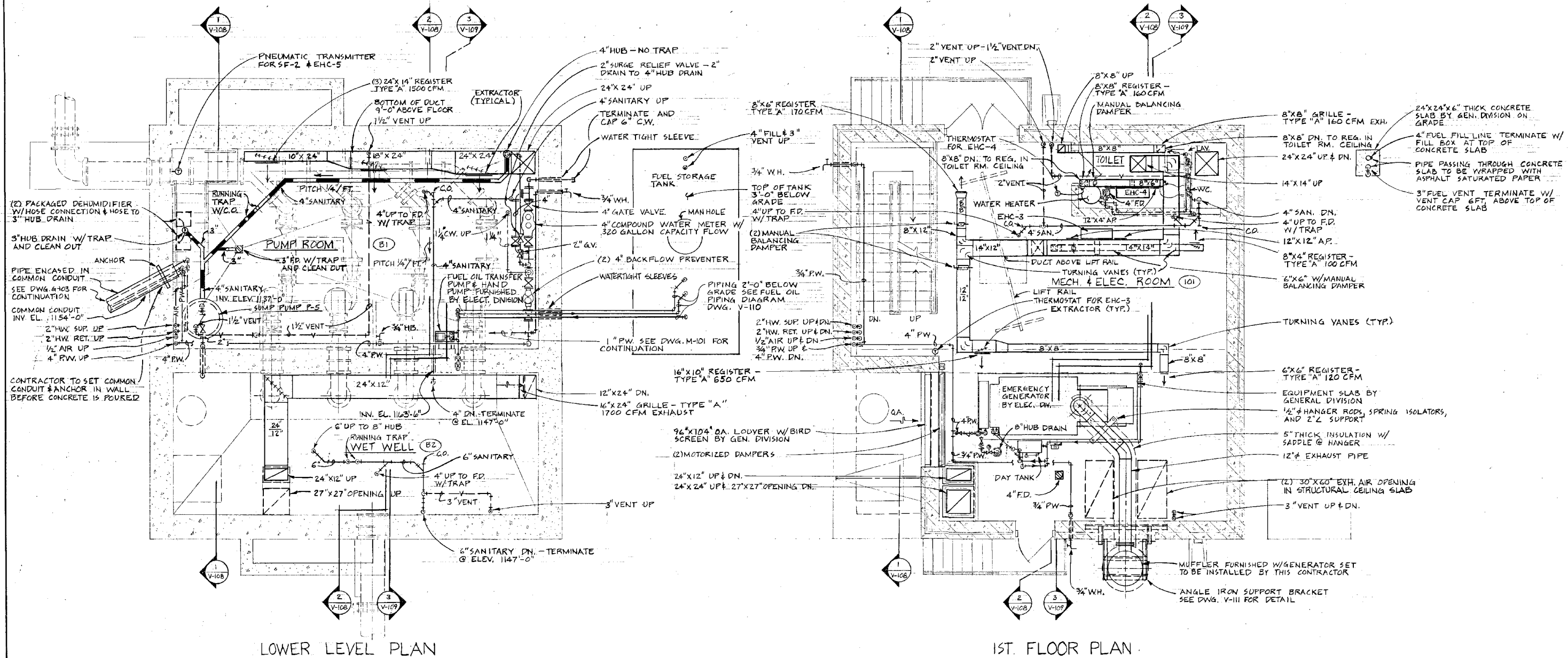
Main Pump Station Building (Southeast)



The Brainerd Main Lift Station is within the Federal Emergency Management Agency floodway zone with a 100 year flood elevation of 1665.0 at the main lift station location. Existing floor elevations are shown on the existing topography figure. The grit handling area in the pretreatment building at elevation 1163.10 would be 1.9' underwater. The overhead door on the west side of the pretreatment building and the pedestrian door on the north side of the building would have to be sand bagged to prevent flooding of the grit loadout area. The two access covers/hatches over the main pump station wet well would be about 2.2' below the high water level like the three sanitary sewer manhole covers onsite.

The original four Aurora model 613SF 8x 10 x18 pumps with 60 HP 870RPM, 460 Volt motors are still in operation. Part of this pump longevity is the benefit that the screen/grit removal facility provides. However, it is our understanding that 2 of the pumps are running poorly and need to be replaced.

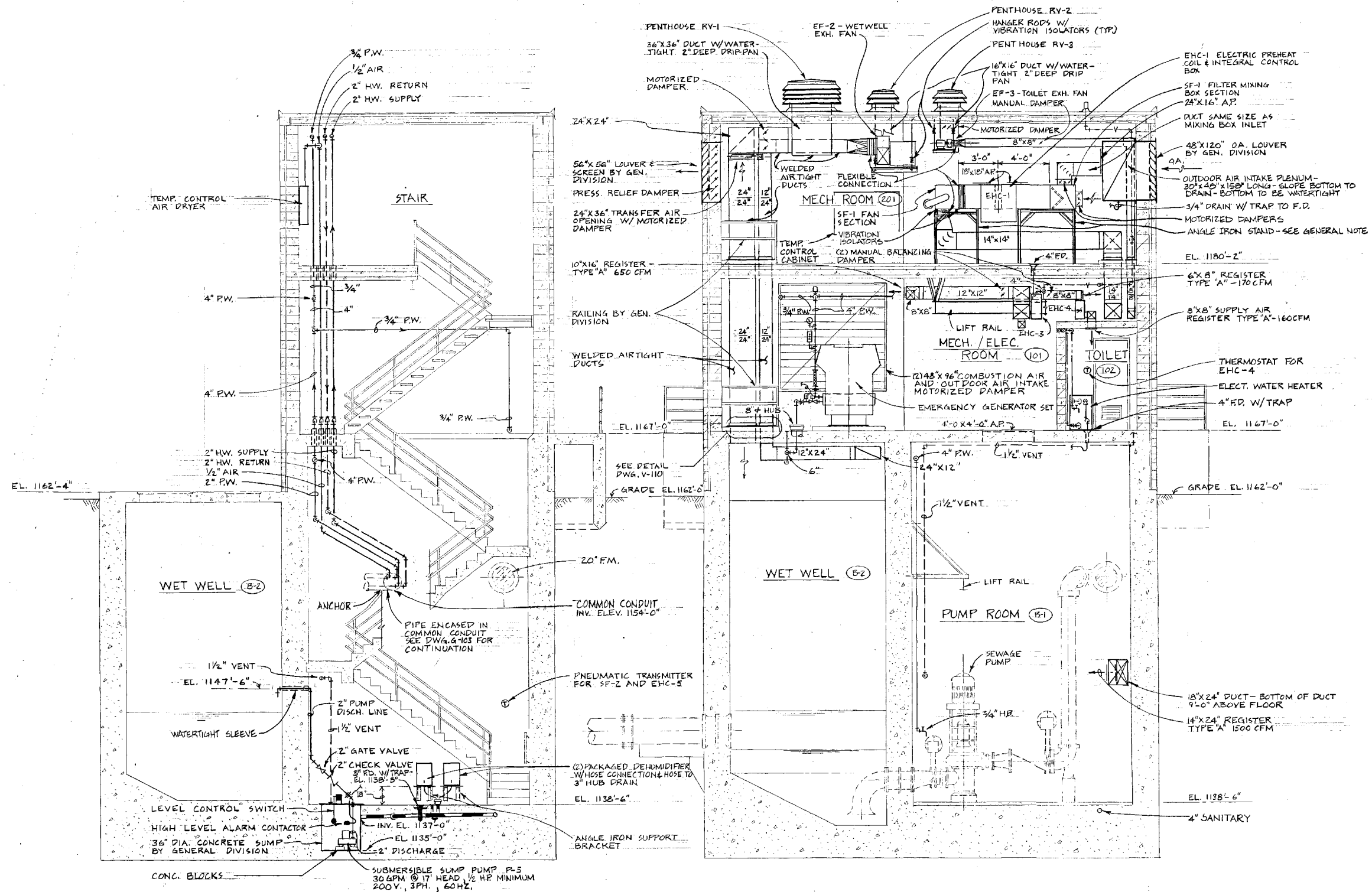
The following is a portion of the main pumping station plans from construction around 1980.



RECORD DRAWING 7/7/85

HEATING, PLUMBING & VENTILATION - NEW PUMP STATION PLANS

12/9/78 ISSUED FOR BIDDING NO. DATE BY	DESCRIPTION REVISIONS	I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>Wm. J. Rejzler</i> Date February 24, 1978 Reg. No. 1974	TKDA ENGINEERS ARCHITECTS ST. PAUL MINNESOTA DESIGNED DRAWN CHECKED DATE	WATER AND LIGHT BOARD BRAINERD, MINNESOTA	COM. 6661-A DRG. V-106	EPA PROJECT NO. C270863 BRAINERD WASTEWATER FACILITIES IMPROVEMENTS PART I - MAIN PUMP STATION MECHANICAL
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GENERAL NOTE: SUPPORT STANDS FOR SUPPLY AIR UNITS SHALL BE CONSTRUCTED FROM 2 1/2" x 2 1/2" x 1/4" L'S AND WELDED AT ALL JOINTS. JOINTS SHALL BE REINFORCED WITH L'S RUNNING AT 45° AS SHOWN. SUPPORT LEGS SHALL BE WELDED TO 6" x 6" x 3/8" THICK PLATES; EACH PLATE TO BE FASTENED TO FLOOR WITH TWO 1/2" EXPANSION BOLTS.

SCALE 1/4"=1'-0"
0 1 2 3 4 5 6

NO.	DATE	BY	ISSUED FOR BIDDING	DESCRIPTION	REVISIONS
1	12/1/79				

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
 Date February 24, 1978 Reg. No. 1974

TKDA
 ENGINEERS ARCHITECTS
 ST. PAUL MINNESOTA

DESIGNED
 DRAWN
 CHECKED
 BY

WATER AND LIGHT BOARD
 BRAINERD, MINNESOTA

COM.
 6661-A
 DRG.
 V-108

EPA PROJECT NO. C270863
 BRAINERD WASTEWATER FACILITIES IMPROVEMENTS
 PART I - MAIN PUMP STATION
 MECHANICAL

RECORD DRAWING 7/7/03

The following are pictures of some of the equipment in the main lift station:
4 pumps in dry pit



Header downstream of valves and check valves



Existing Aurora pump tag



Generator on first floor of main lift stion



3.0 Need for Project

3.1 Health, Sanitary, and Security

The Brainerd Main Lift Station is a critical part of the collection system and have the potential to create serious environmental concerns and groundwater contamination if not in proper working order. Failure of a lift station creates a backup of sanitary sewage in the collection mains and private service lines. Backups can result in property damage to residential homes and serious health impacts and property damage to residential homes and serious health impacts and property damage to businesses, particularly in the food service industry. Overflows from lift stations also have the potential to create significant contamination issues with raw sewage being discharged on the surface and contaminating the groundwater and surface waters. As stated previously the Brainerd Main Lift Station is within the flood plain of the Mississippi River and overflow would impact the Mississippi River.

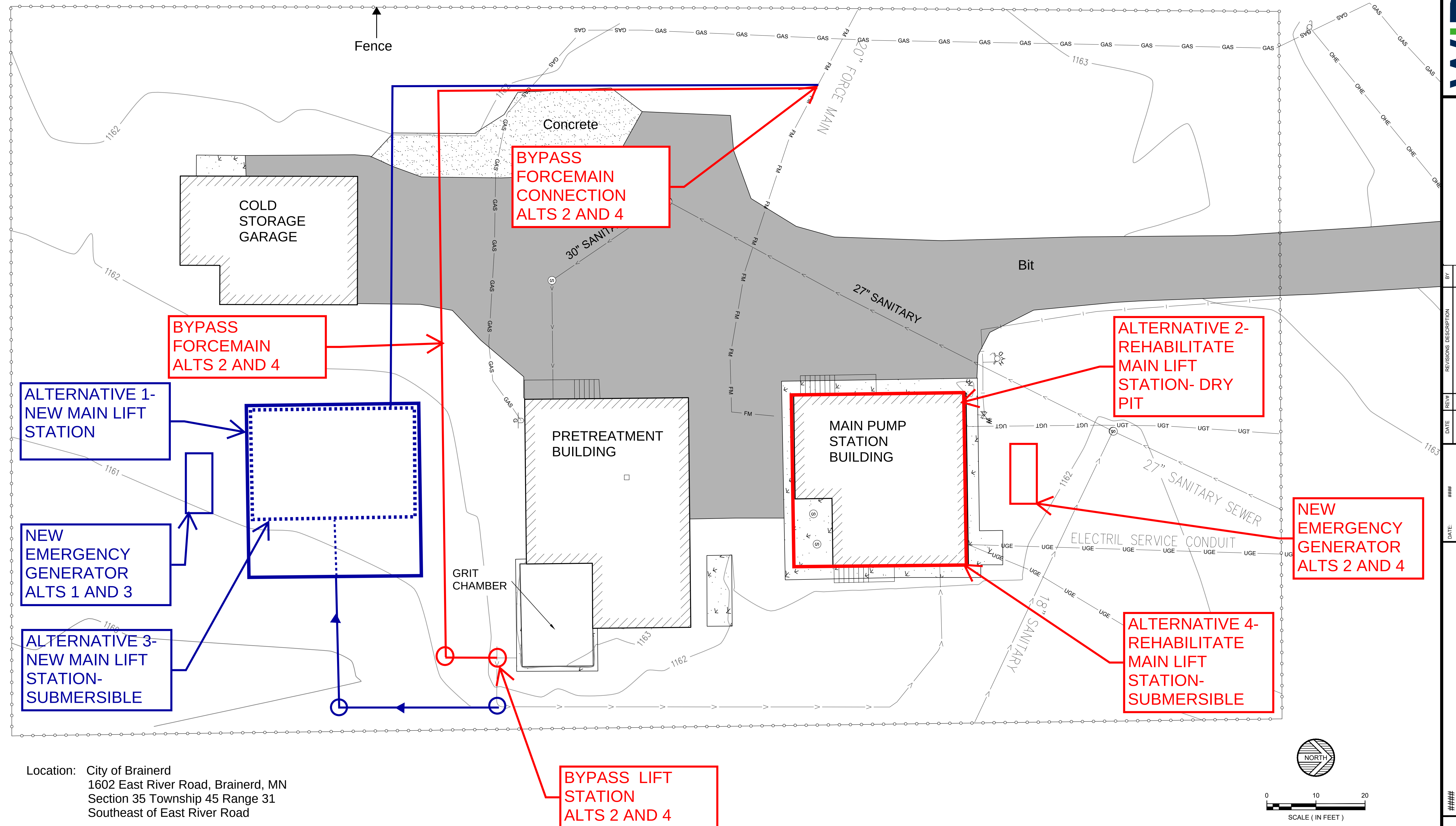
3.2 Aging Infrastructure

The screen/grit chamber building and main pump station building, and related process equipment are 50 and 40 years old respectively. General yearly ongoing maintenance continues by BPU but no major process equipment or building projects have been completed since the main pump station was brought online in the early 1980's. The City of Brainerd and Brainerd Public Utilities are very anxious to find alternative for the main pump station before regular maintenance is not enough and serious problems occur.

PROCESS TO DETERMINE SELECTED ALTERNATIVE

1. Alternative 1- New Main Lift Station with Dry Pit Style with 2 Wet Wells
2. Alternative 2: Rehabilitate Main Lift Station to Current Standards as Dry Pit Style with 2 Wet Wells
3. Alternative 3: New Main Lift Station as Submersible Style with 2 Wet Wells
4. Alternative 4: Rehabilitate Main Lift Station to Current Standards as Submersible Style with 2 Wet Wells

4 ALTERNATIVES



WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

SCALE:	####
DRAWN BY:	####
CHECKED BY:	####
JOB NUMBER:	####

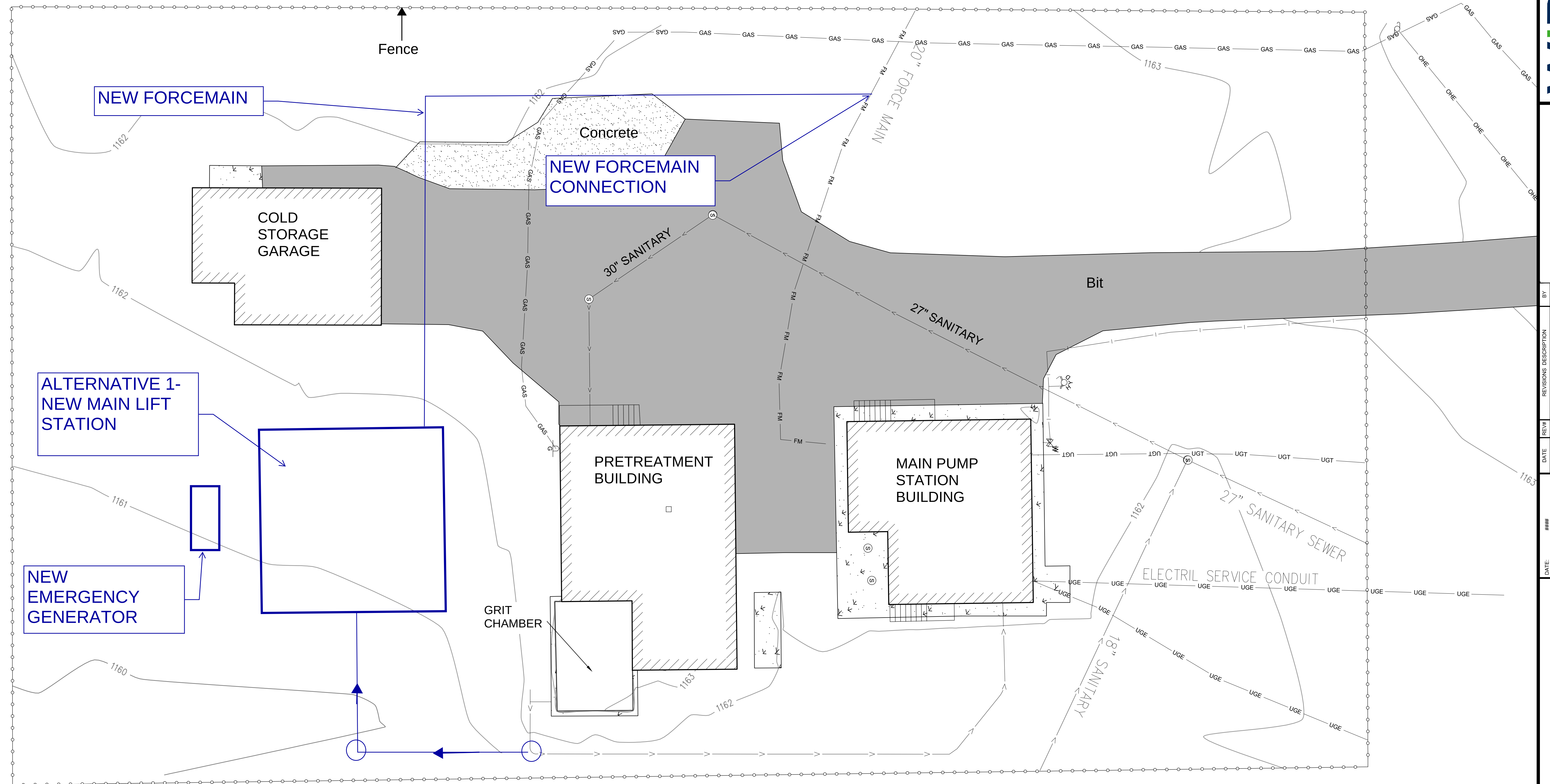
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SHEET NO. #####

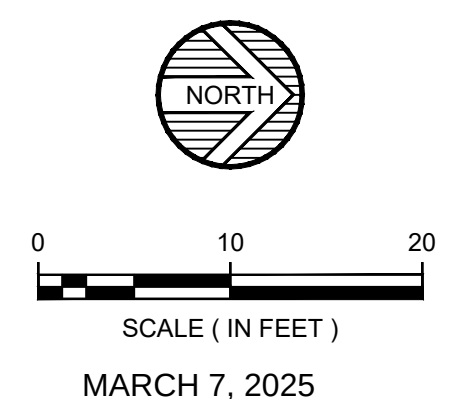
OF

NEW MAIN LIFT STATION BUILDING	ALTER
DRY PIT STYLE WITH DUAL WET WELLS	
NEW GENERATOR IN OUTDOOR ENCLOSURE	
GRAVITY SEWER CONNECTION FROM PRETREATMENT BUILDING TO NEW DUAL WET WELLS	
NEW FORCEMAIN CONNECTION TO EXISTING FORCEMAIN	
NEW FLOW METER INSIDE STRUCTURE	
NO LONG TERM BYPASS REQUIRED	

ALTERNATIVE 1



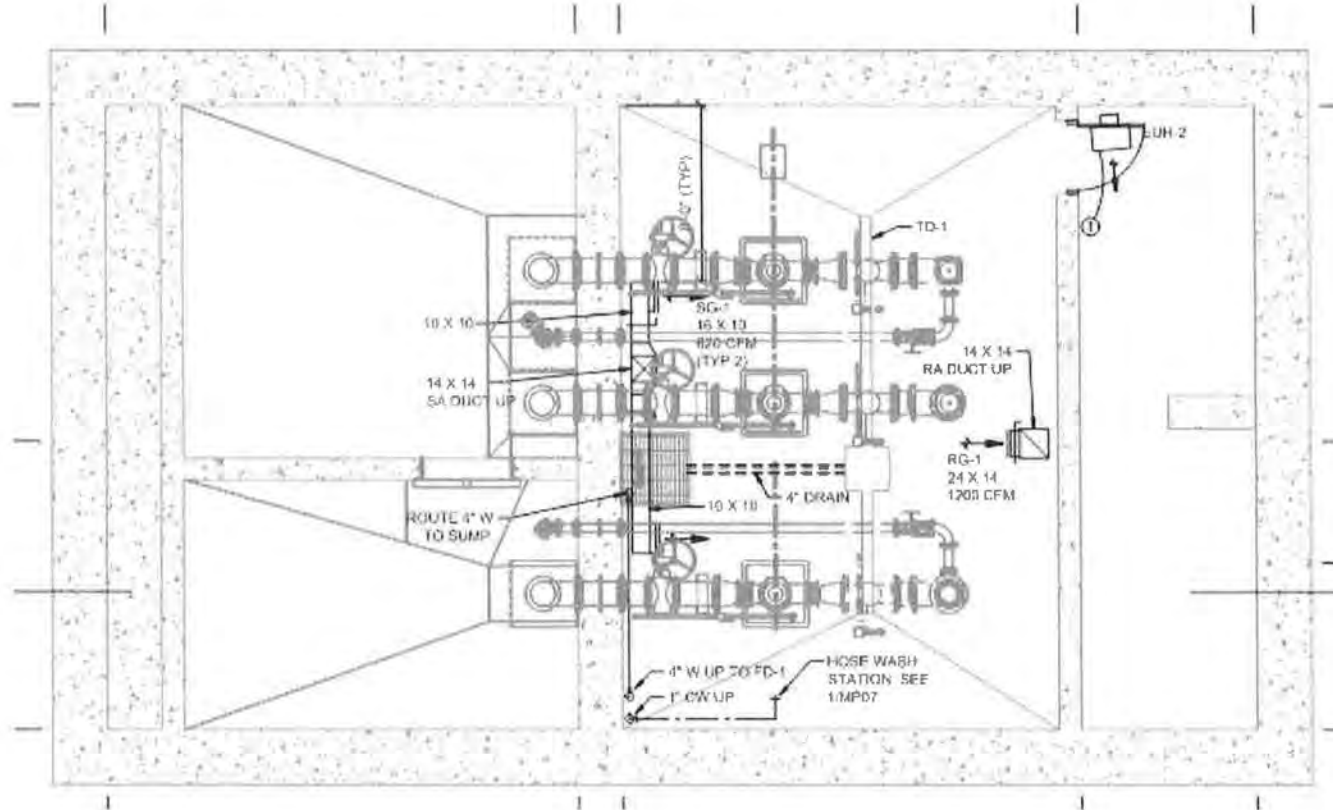
Location: City of Brainerd
1602 East River Road, Brainerd, MN
Section 35 Township 45 Range 31
Southeast of East River Road



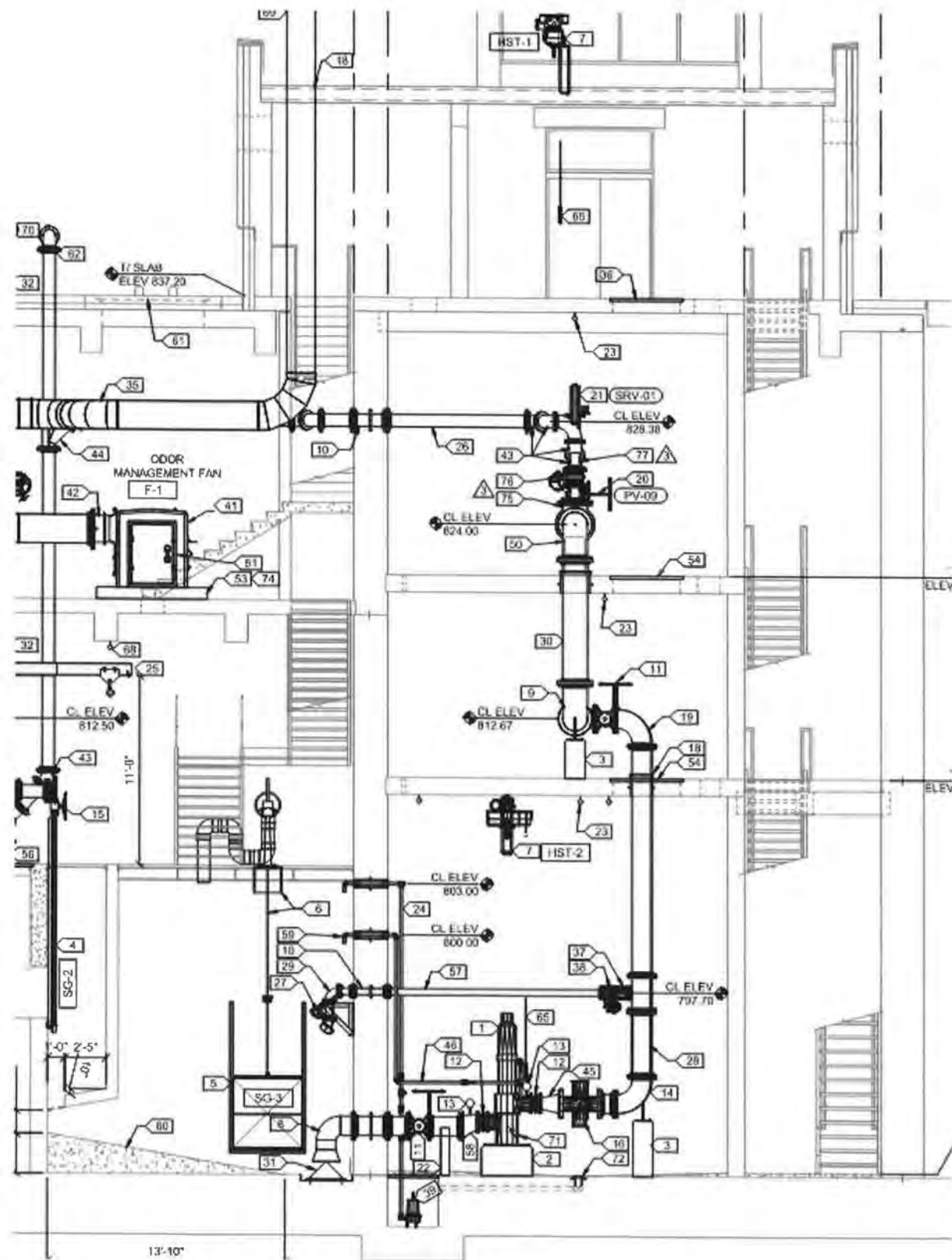
William Westerberg

From: Stone, Mark <mstone@hrgreen.com>
Sent: Sunday, January 19, 2025 9:32 PM
To: William Westerberg
Subject: RE: BPU Main Lift Station

Plan and section views of a new large dry pit style for Alternative 1 that would be very much like the existing lift station but modern design and layout improvements:



THIS IS EXAMPLE FROM DIFFERENT CITY



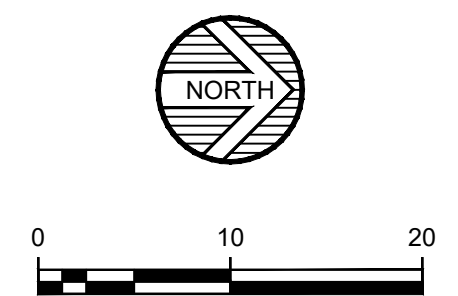
THIS OPTION WILL PROVIDE SAFE ENVIRONMENT

THIS EXAMPLE FROM ANOTHER OWNER

Mark Stone, PE (MN, IA, IL, MO, WI)
Lead Engineer
HR Green® | Building Communities. Improving Lives.

Update electrical, controls, and HVAC to current codes and standards

Location: City of Brainerd
1602 East River Road, Brainerd, MN
Section 35 Township 45 Range 31
Southeast of East River Road



SCALE (IN FEET)

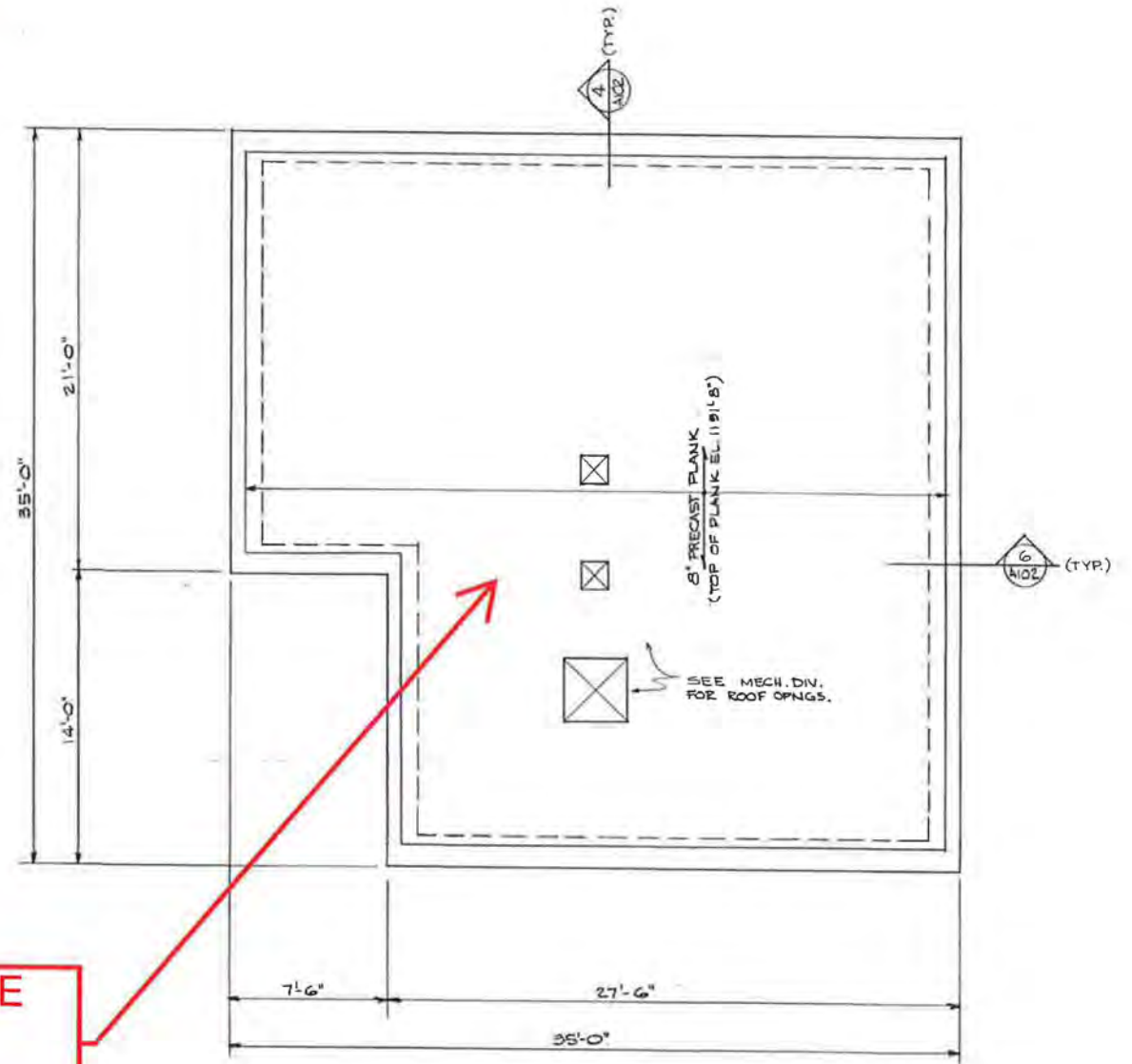
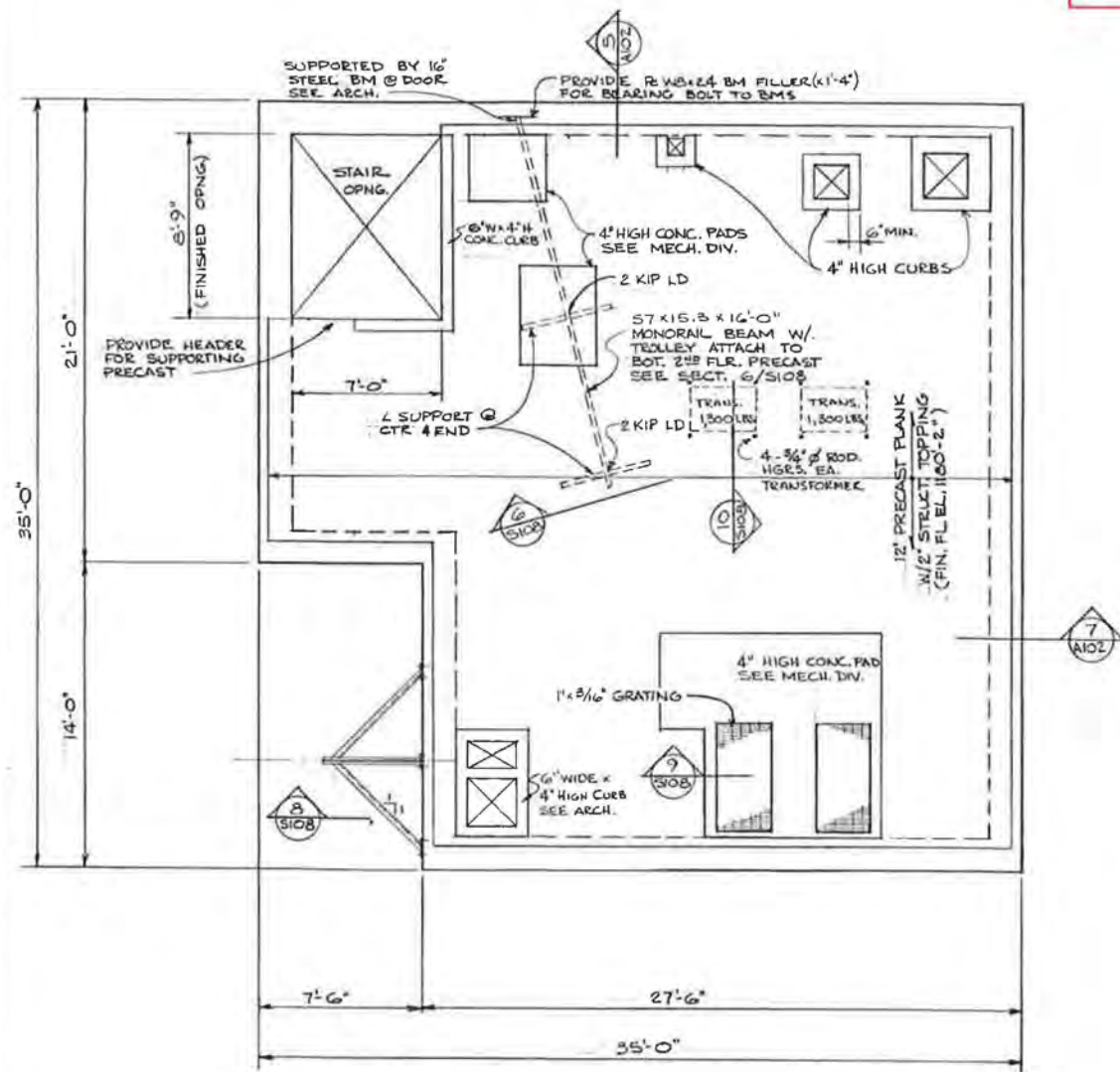
MARCH 7, 2025

SCALE: #####
DRAWN BY: #####
CHECKED BY: #####
JOB NUMBER: #####




 SHEET NO. 
 OF 

ALTERNATIVE 2
REHAB EXISTING DRY
PIT LIFT STATION



REPLACE
ROOF

Does not include replacing
concrete slab

NEW ELBOW UP
FOR NEW FLOW
METER LOOP

REPLACE VALVES
AND PIPING

REPLACE ALL DRY
PIT PUMPS WITH
IMMERSIBLE PUMPS

RELOCATE PUMP,
MODIFY WET WELL

NEW WET WELL
DIVIDING WALL AND
SLUICE GATE

GATE OPERATOR

NEW HATCH OVER
NORTH WET WELL

Provide allowance to make
covers watertight or raise
out of high water

sloped concrete
floor to inlets

WASTEWATER TO EACH WETWELL

PLAN AT EL. 1160.0'

NO.	DATE	BY	DESCRIPTION
1	12/7/78	ISSUED FOR BIDDING	
2			
3			
4			
5			
6			
7			
8			
9			
10			

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
David C. Engleberg
Date 2-24-78 Reg. No. 8933

TKDA
ENGINEERS ARCHITECTS
ST. PAUL MINNESOTA

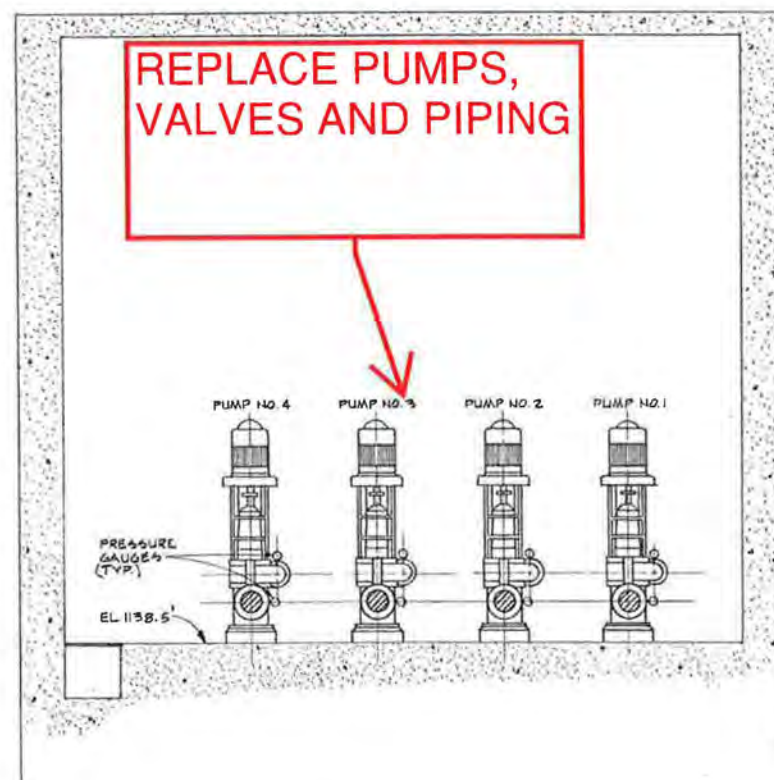
TOLIZ
KING
DUVALL
ANDERSON
DESIGNED
KCE
DRAWN
DAK
CHECKED
KCE

**WATER AND LIGHT BOARD
BRainerd, MINNESOTA**

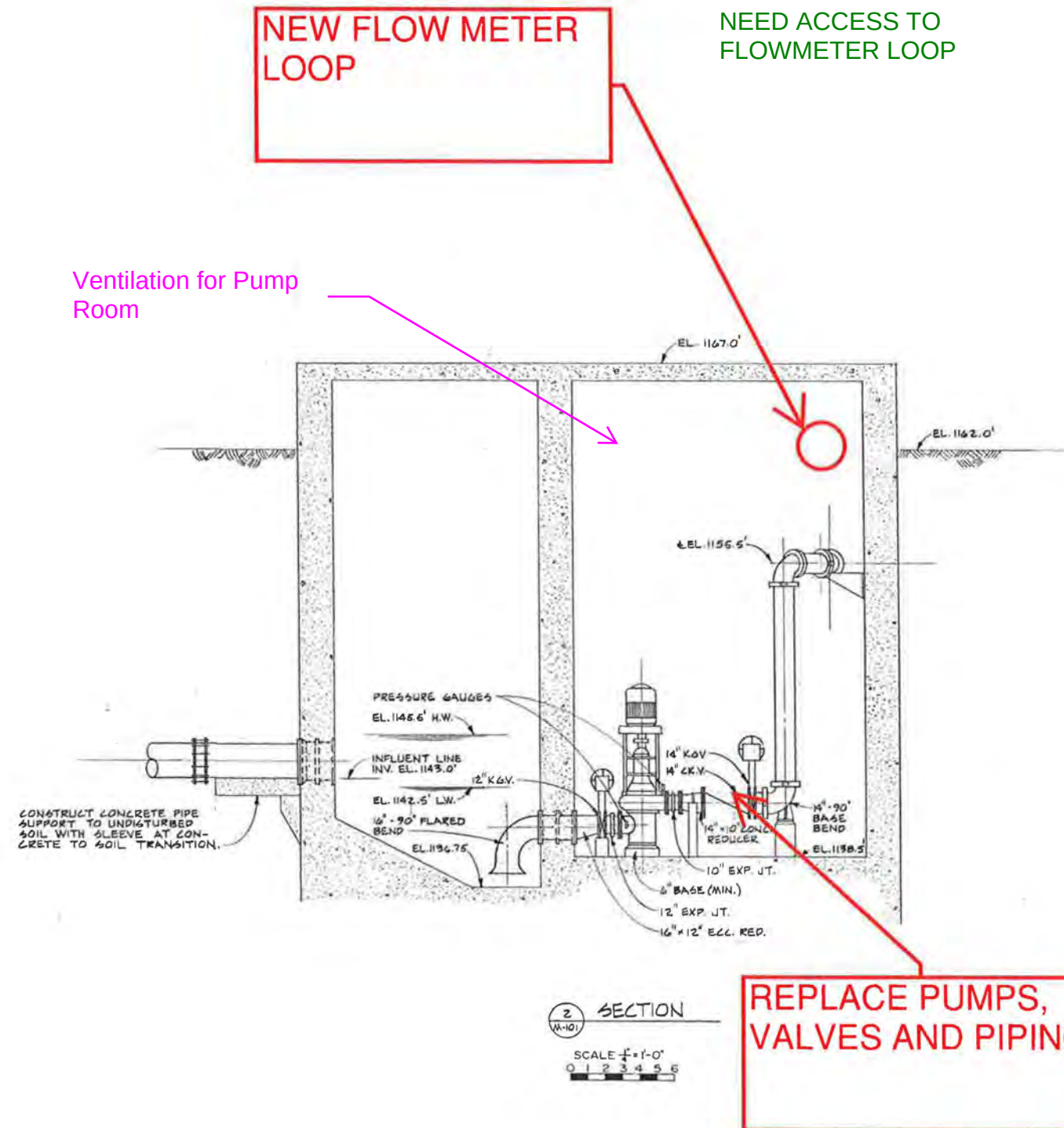
COM.
6661-A
DRG.
M-101

MECHANICAL SECTIONS
EPA PROJECT NO. C270863
BRainerd WASTEWATER FACILITIES IMPROVEMENTS
PART I - MAIN PUMP STATION
MECHANICAL

RECORD DRAWING 7/7/83

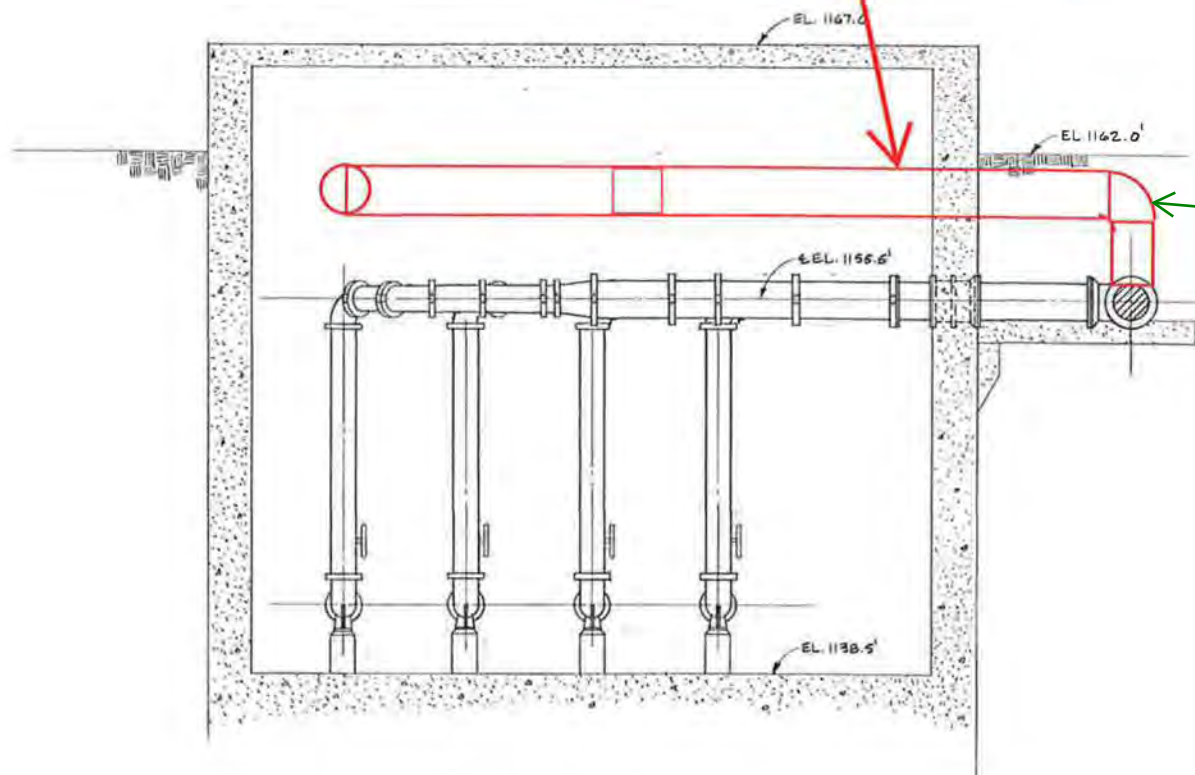


SECTION 1
SCALE 1/4" = 1'-0"
0 1 2 3 4 5 6

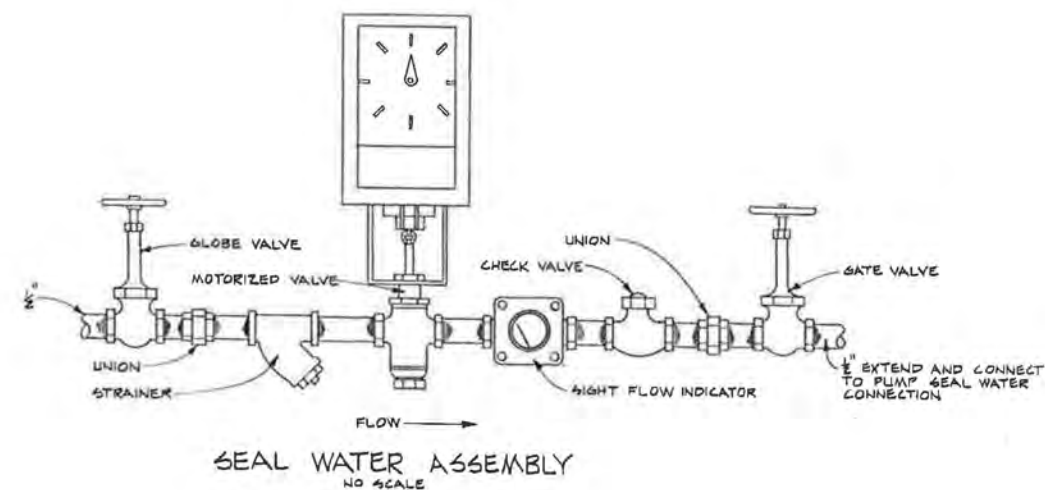


SECTION 2
SCALE 1/4" = 1'-0"
0 1 2 3 4 5 6

NEW FLOW METER LOOP



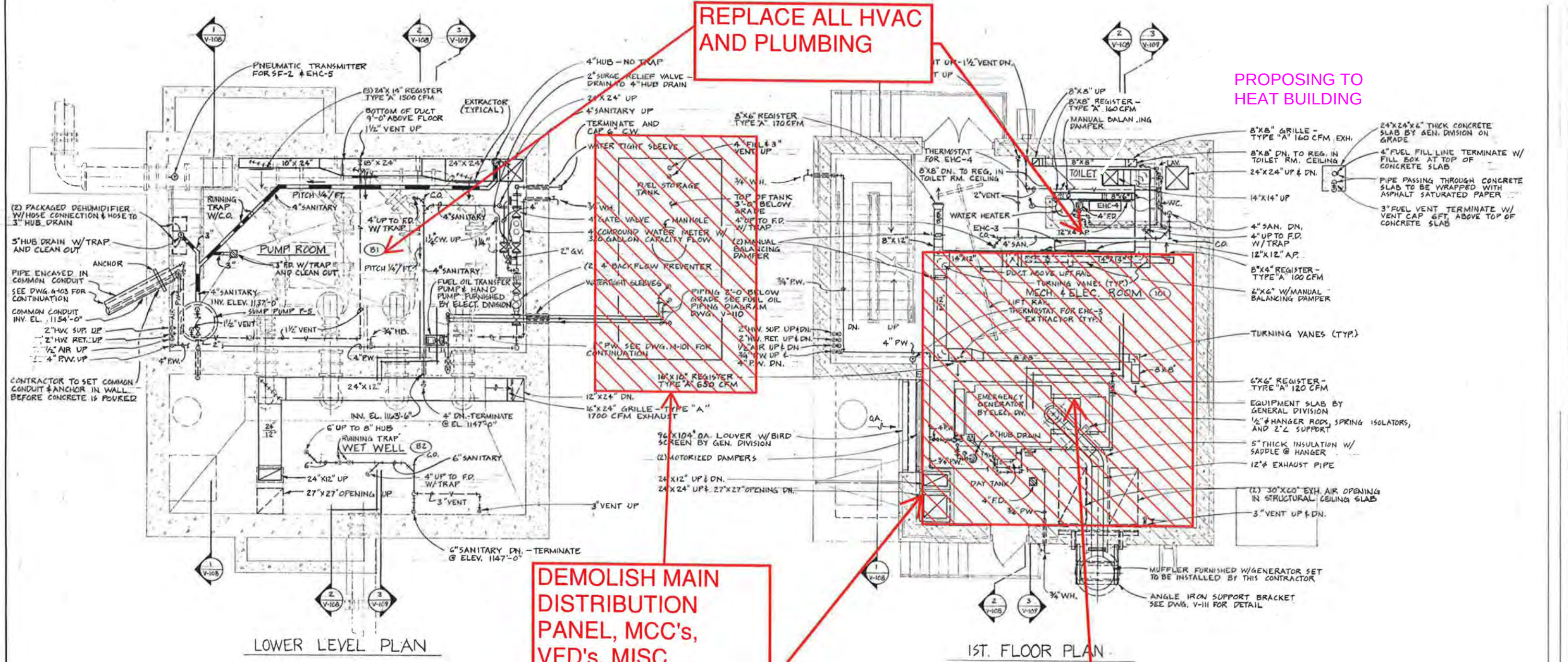
FREEZE PROTECTION OR LOWER PIPE



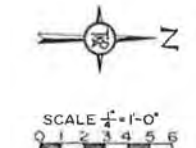
SECTION
SCALE 1/2" = 1'-0"
0 1 2 3 4 5 6

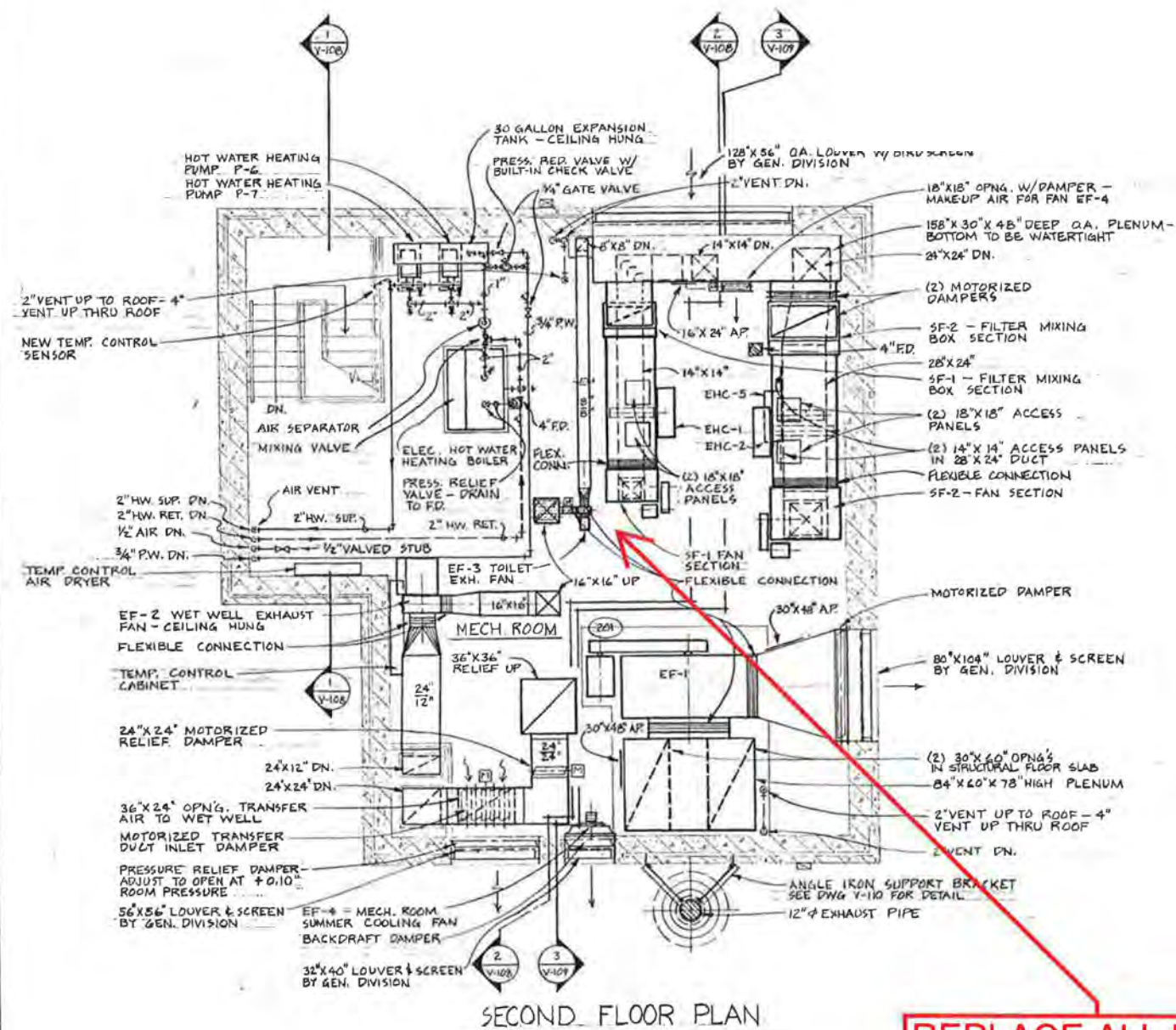
RECORD DRAWING 7/7/83

NO. DATE BY 12/7/78 12/7/78 12/7/78		DESCRIPTION REVISIONS	I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. Date 2-24-78 Reg. No. 8933	TKDA ENGINEERS ARCHITECTS ST. PAUL MINNESOTA	DESIGNED KCE DRAWN DAK CHECKED KCE	WATER AND LIGHT BOARD BRainerd, MINNESOTA	COM. 6661-A DRG. M-103	MECHANICAL SECTIONS EPA PROJECT NO. C270863 BRainerd WASTEWATER FACILITIES IMPROVEMENTS UNIT 2 - MAIN PUMP STATION MECHANICAL
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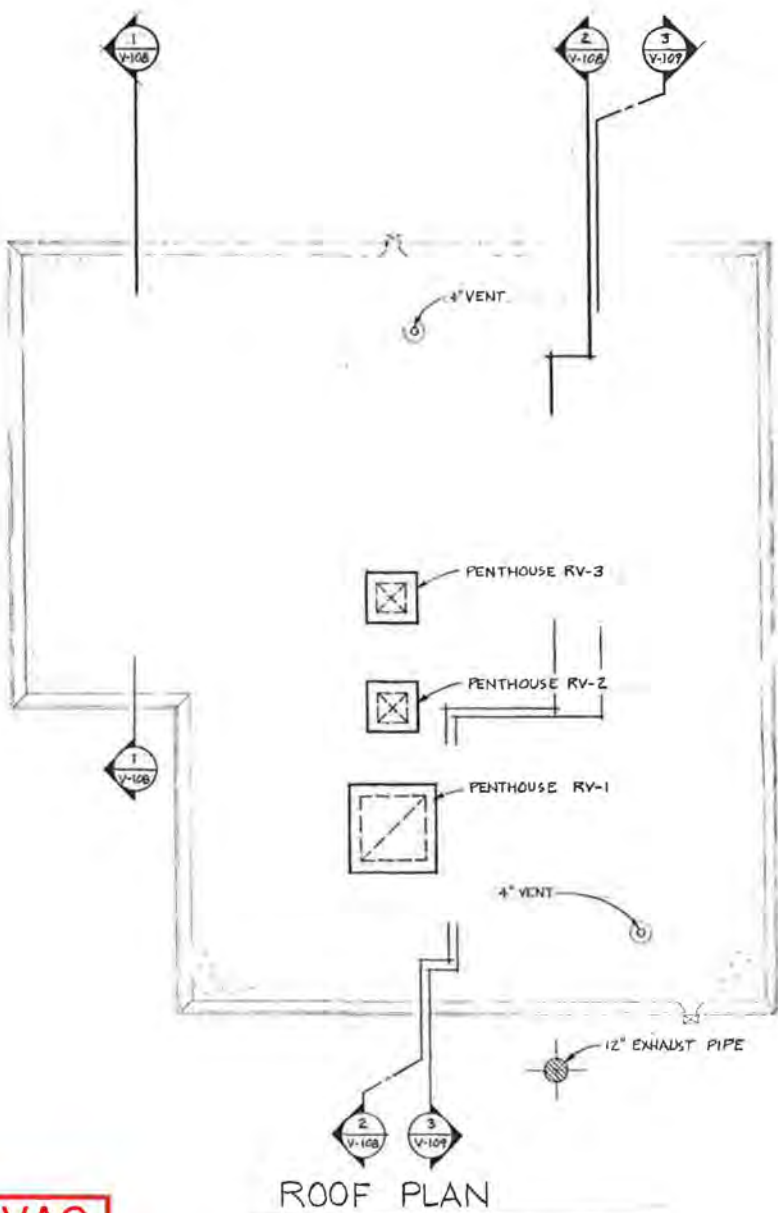


Existing Fuel Tank has been removed



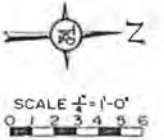


REPLACE ALL HVAC AND PLUMBING



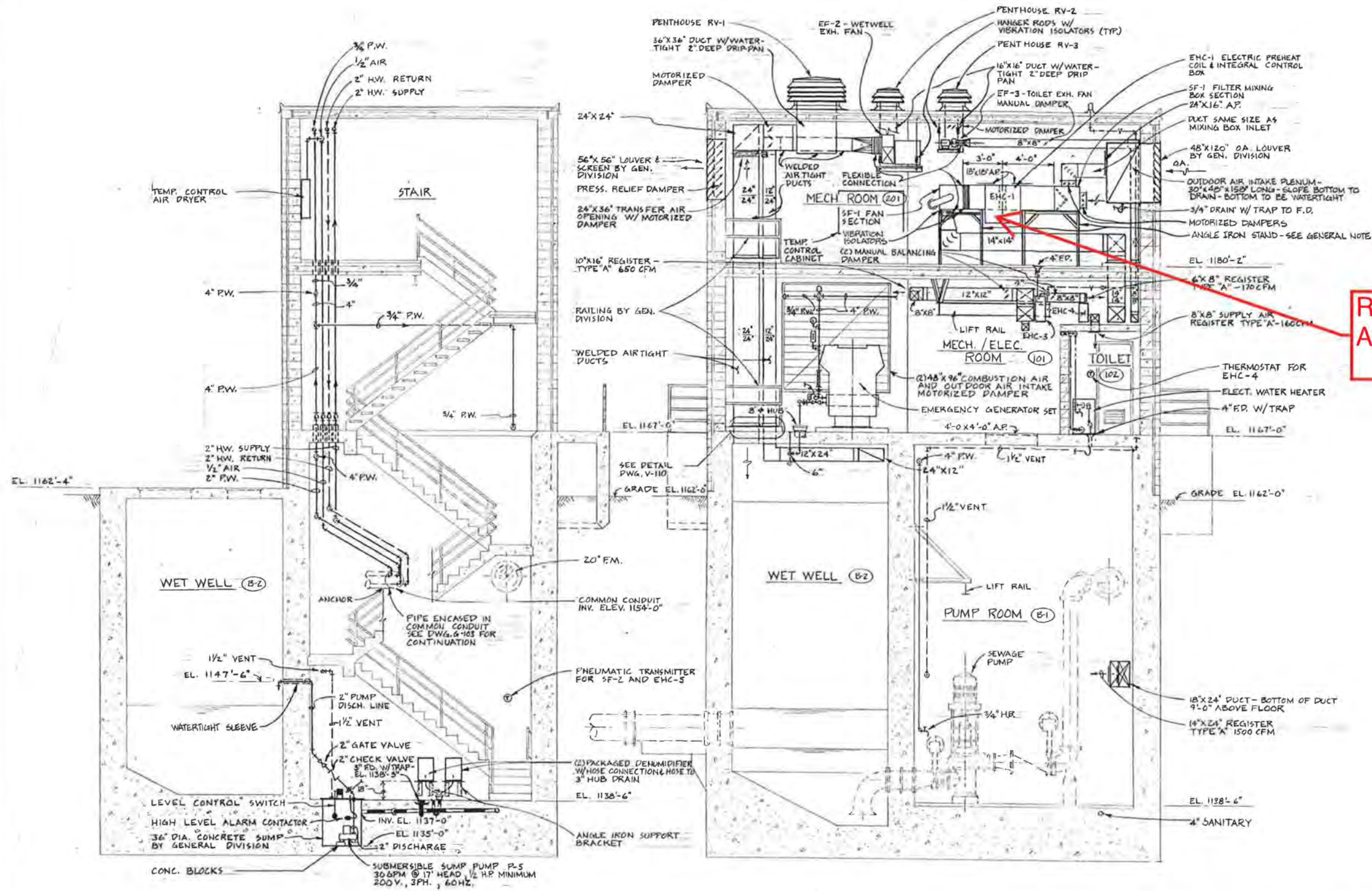
GENERAL NOTE: SEE DRAWING V-105 FOR "HOT WATER HEATING ISOMETRIC" AND "PLANT WATER ISOMETRIC".

HVAC GAS
BPU RECENTLY EXTENDED GAS
SERVICE TO THE PRETREATMENT
BUILDING



RECORD DRAWING 7/7/83

NO. DATE BY 4/7/79 ISSUED FOR BIDDING DESCRIPTION REVISIONS			I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. Date February 24, 1978 Reg. No. 1974			TKDA ENGINEERS ARCHITECTS ST. PAUL MINNESOTA			DESIGNED PLANNED CHECKED WATER AND LIGHT BOARD BRAINERD, MINNESOTA			COM. 6661-A DRG. V-107			EPA PROJECT NO. C270863 BRAINERD WASTEWATER FACILITIES IMPROVEMENTS PART I - MAIN PUMP STATION MECHANICAL		
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REPLACE ALL HVAC AND PLUMBING

DETERMINE IF THE FOLLOWING SHALL BE REPLACED
DOORS
RAILINGS
TUCK POINTING

WANT EVERYTHING UP TO CURRENT CODE OR DESIGN STANDARDS

AESTHETIC IMPROVEMENTS TO BUILDING

PUMP ROOM SHOULD BE SEPARATE FROM OTHER SPACES

ODOR CONTROL IS NOT INCLUDED IN COST ESTIMATE

GENERAL NOTE: SUPPORT STANDS FOR SUPPLY AIR UNITS SHALL BE CONSTRUCTED FROM 2 1/2" x 2 1/2" x 1/4" L'S AND WELDED AT ALL JOINTS. JOINTS SHALL BE REINFORCED WITH L'S RUNNING AT 45° AS SHOWN. SUPPORT LEGS SHALL BE WELDED TO 6" x 6" x 3/8" THICK PLATES; EACH PLATE TO BE FASTENED TO FLOOR WITH TWO 1/2" EXPANSION BOLTS.

SCALE 1/4" = 1'-0"
0 1 2 3 4 5 6

ISSUED FOR BIDDING			
NO.	DATE	BY	DESCRIPTION
REVISIONS			

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Date February 24, 1978 Reg. No. 1974

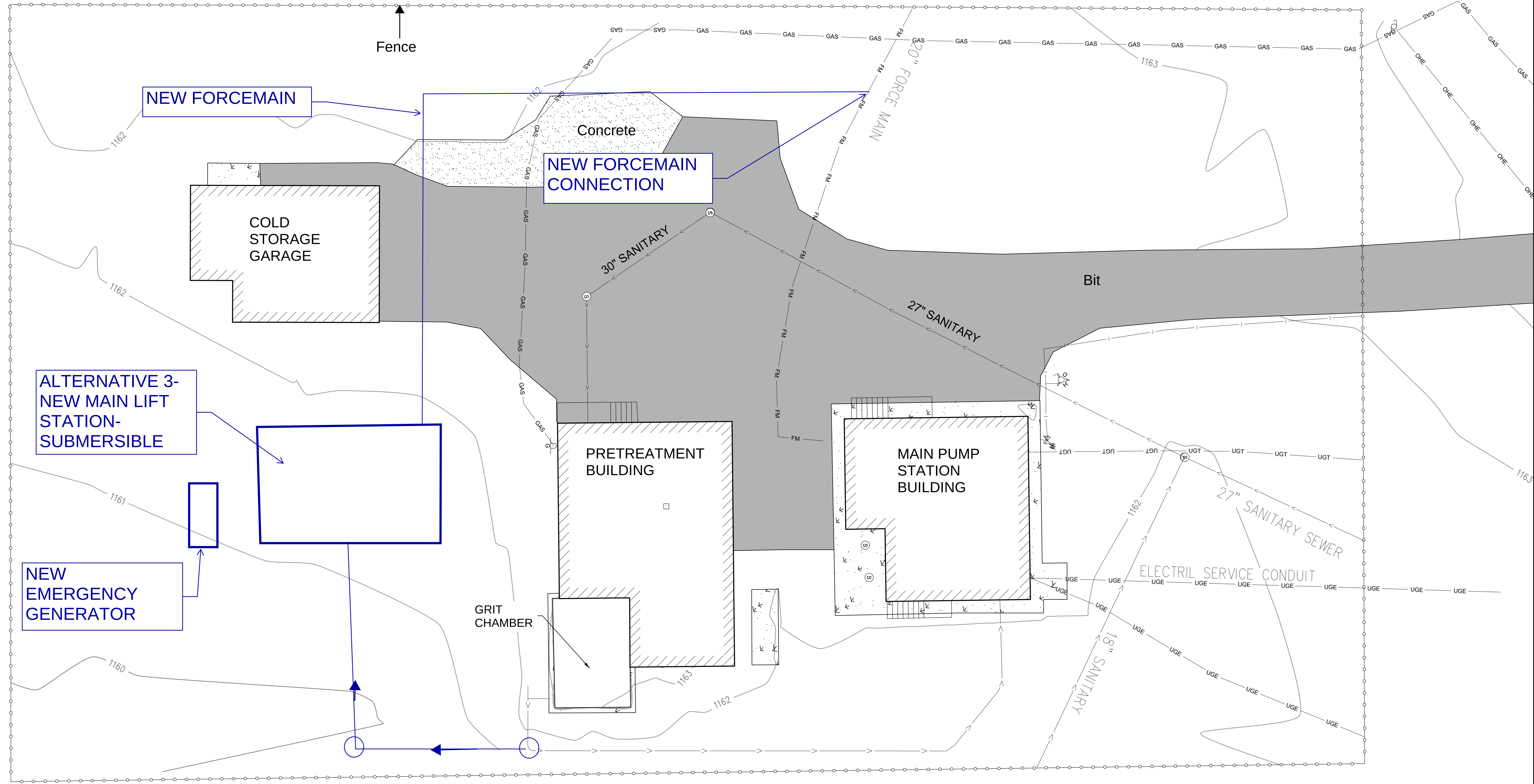
TKDA
ENGINEERS ARCHITECTS
ST. PAUL MINNESOTA

WATER AND LIGHT BOARD
BRainerd, MINNESOTA

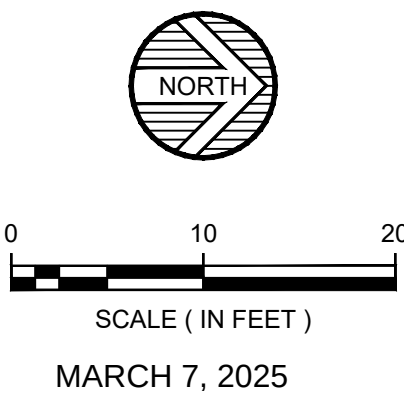
HEATING, PLUMBING & VENTILATION - NEW PUMP STATION SECTIONS
COM. 6661-A DRG. V-108
EPA PROJECT NO. C270863
BRAINERD WASTEWATER FACILITIES IMPROVEMENTS
PART I - MAIN PUMP STATION
MECHANICAL

NEW MAIN LIFT STATION BUILDING
SUBMERSIBLE STYLE WITH DUAL WET WELLS
NEW GENERATOR IN OUTDOOR ENCLOSURE
GRAVITY SEWER CONNECTION FROM PRETREATMENT BUILDING TO NEW DUAL WET WELLS
NEW FORCEMAIN CONNECTION TO EXISTING FORCEMAIN
NEW FLOW METER INSIDE STRUCTURE
NO LONG TERM BYPASS REQUIRED
VALVES IN BUILDING ABOVE WET WELL

ALTERNATIVE 3



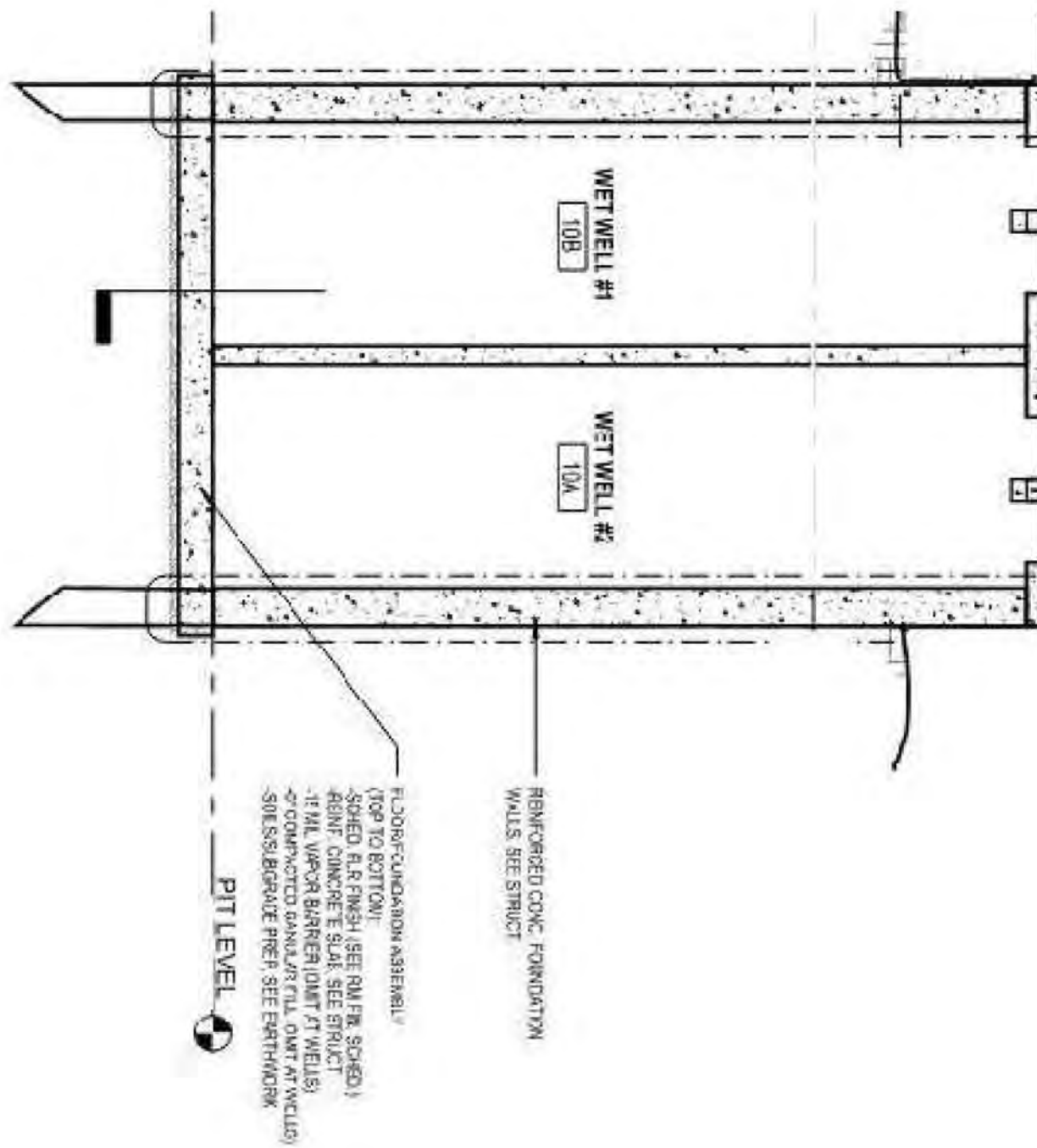
Location: City of Brainerd
1602 East River Road, Brainerd, MN
Section 35 Township 45 Range 31
Southeast of East River Road



DATE	REVISION DESCRIPTION	BY

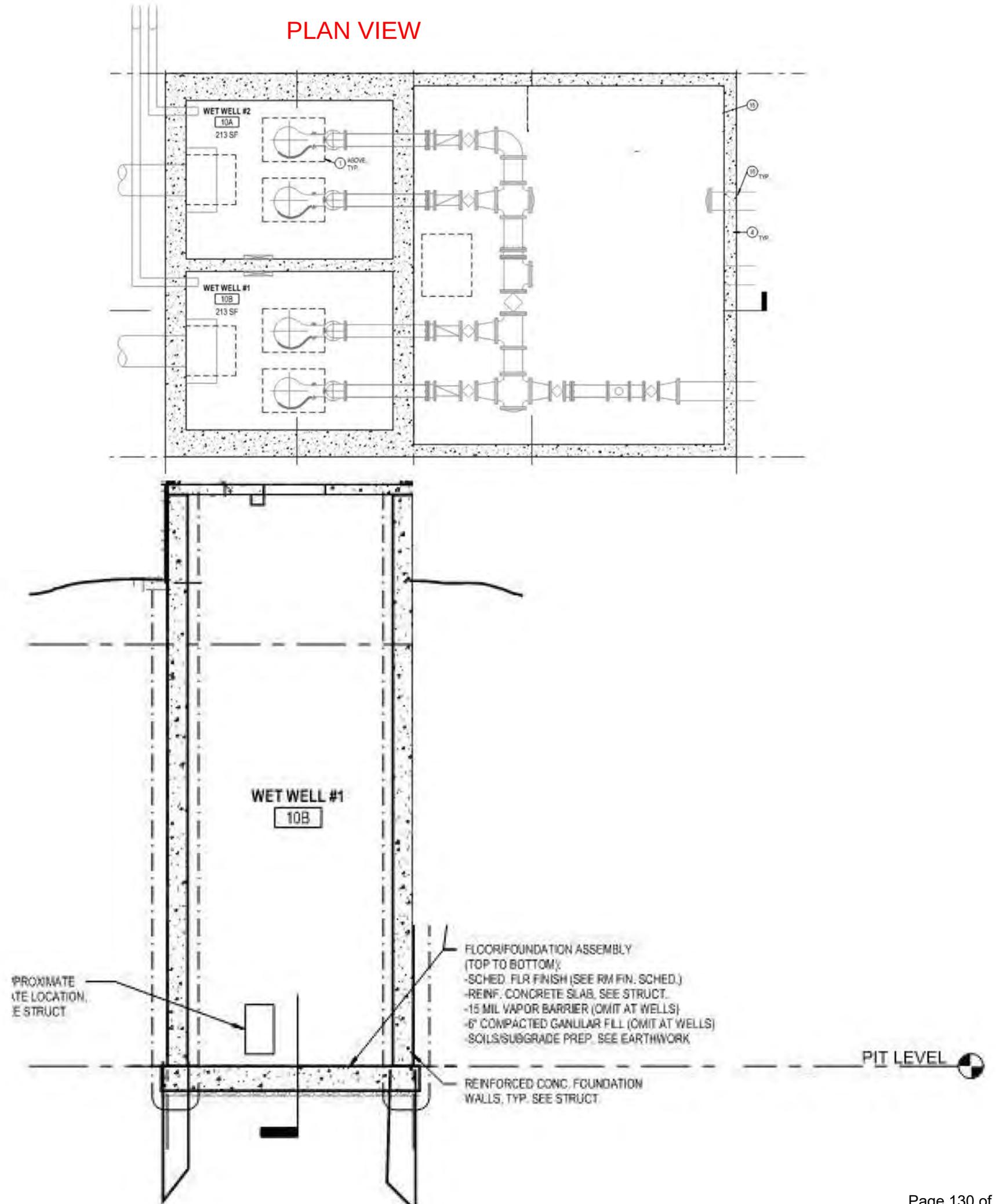
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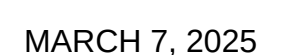
ALTERNATIVE 3

PLAN VIEW

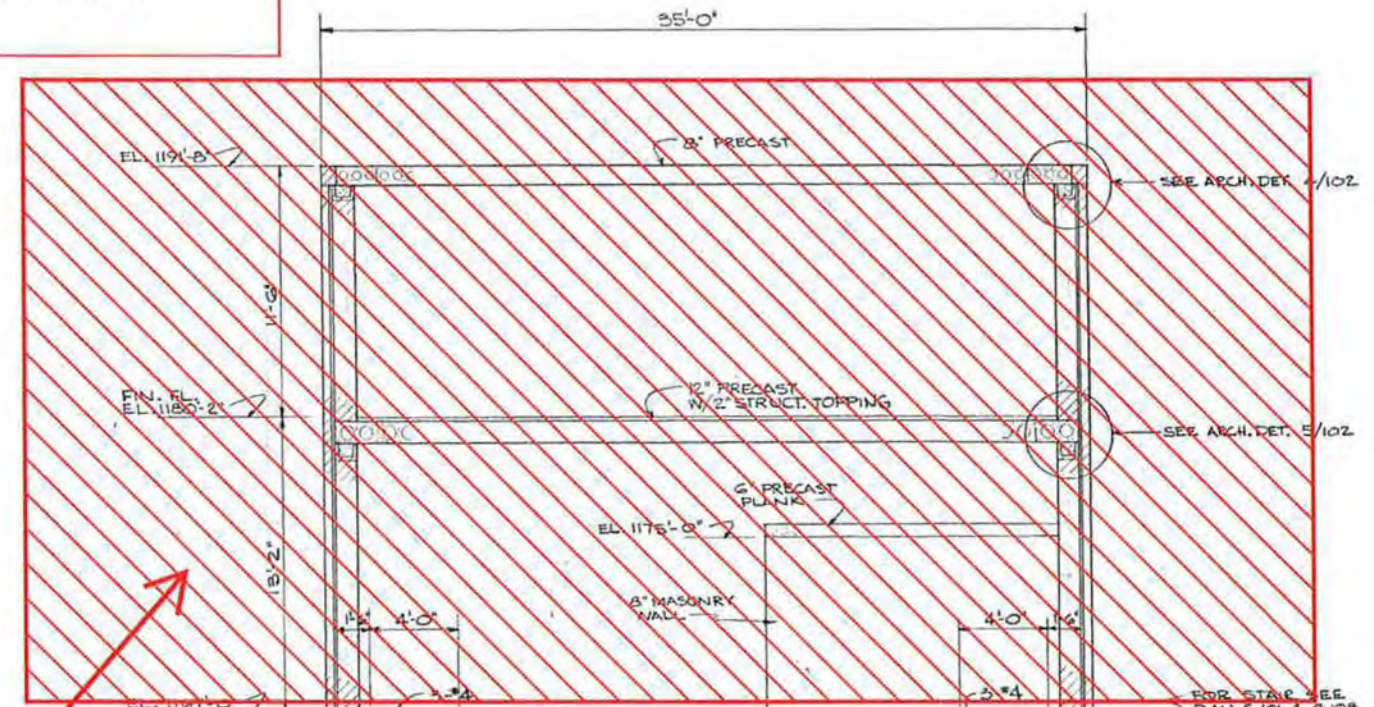


Valves in building above wet well

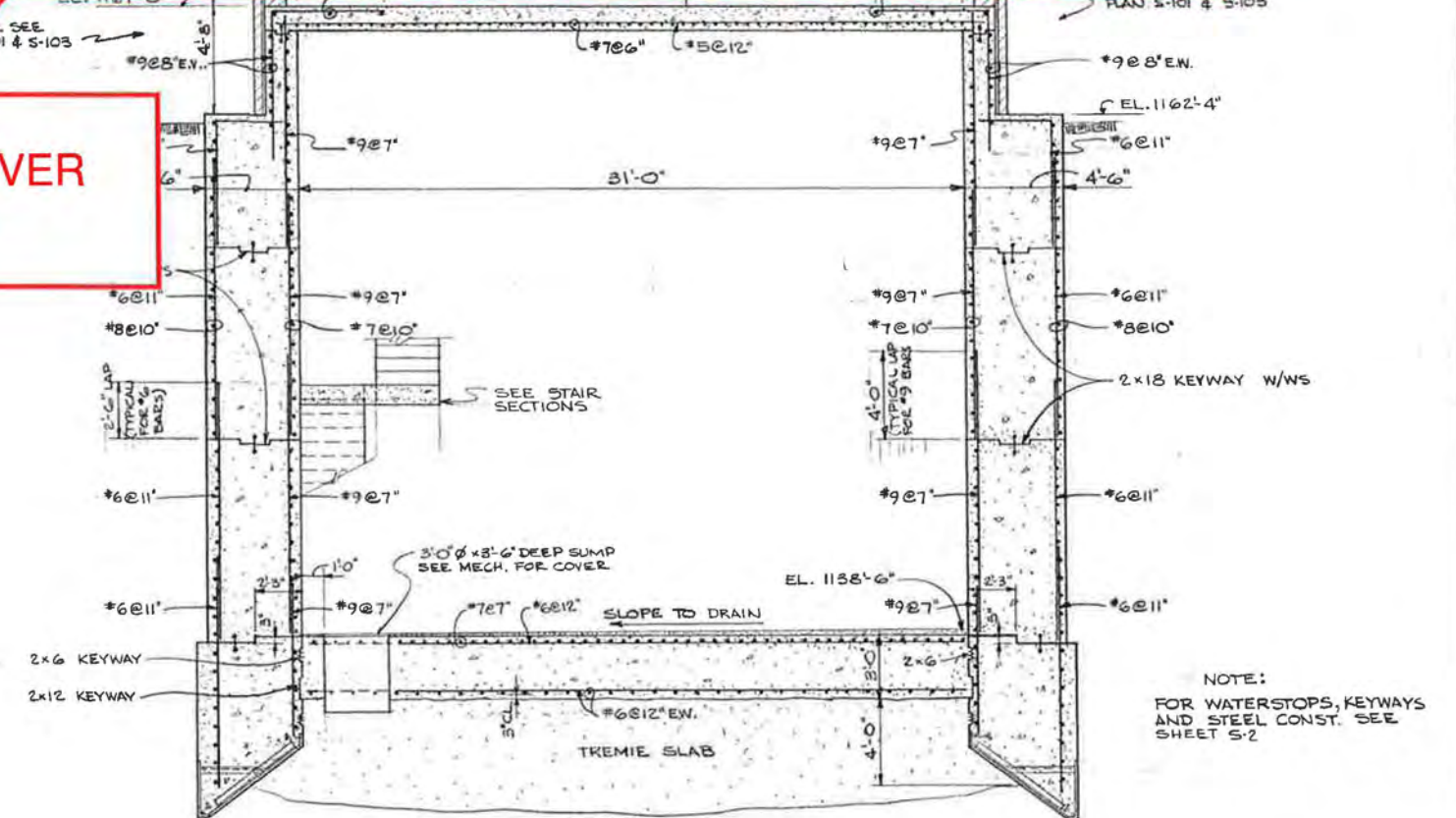
Location: City of Brainerd
1602 East River Road, Brainerd, MN
Section 35 Township 45 Range 31
Southeast of East River Road



ALTERNATIVE 4 REHAB EXISTING TO SUBMERSIBLE LIFT STATION



DEMOLISH BUILDINGS OVER WET WELLS



NOTE:
FOR WATERSTOPS, KEYWAYS
AND STEEL CONST. SEE
SHEET S-2

SECTION 1
SCALE: 1/4"=1'-0" (S102)

SECTION 2
SCALE: $\frac{1}{4}'' = 1'-0''$ S102

SECTIONS
CAISSON CONSTRUCTION

	2/11/79		ISSUED FOR BIDDING	
NO.	DATE	BY	DESCRIPTION	
			REVISIONS	

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly
Registered Professional Engineer
under the laws of the State of Minnesota.
Clayton J. Beatty
Date February 24, 1978 Reg. No. 6593

TKDA
ENGINEERS ARCHITECTS
ST. PAUL MINNESOTA

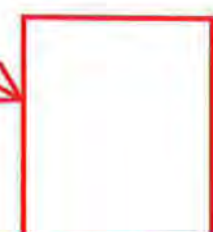
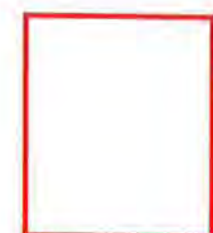
DESIGNED
CKH
DRAWN
Petry
CHECKED
09B

**WATER AND LIGHT BOARD
BRAINERD, MINNESOTA**

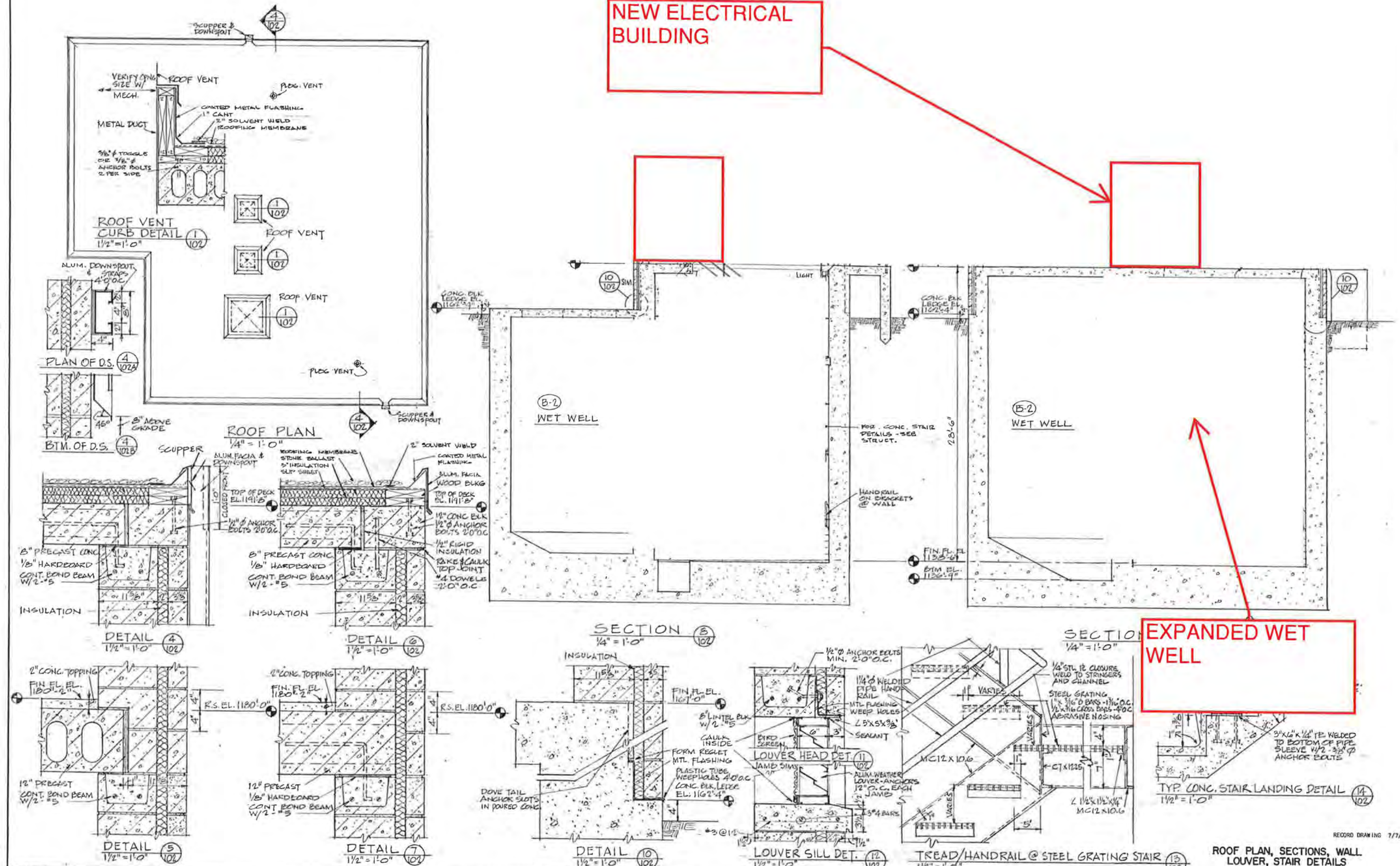
COM.
6661-A
DRG.
S-102

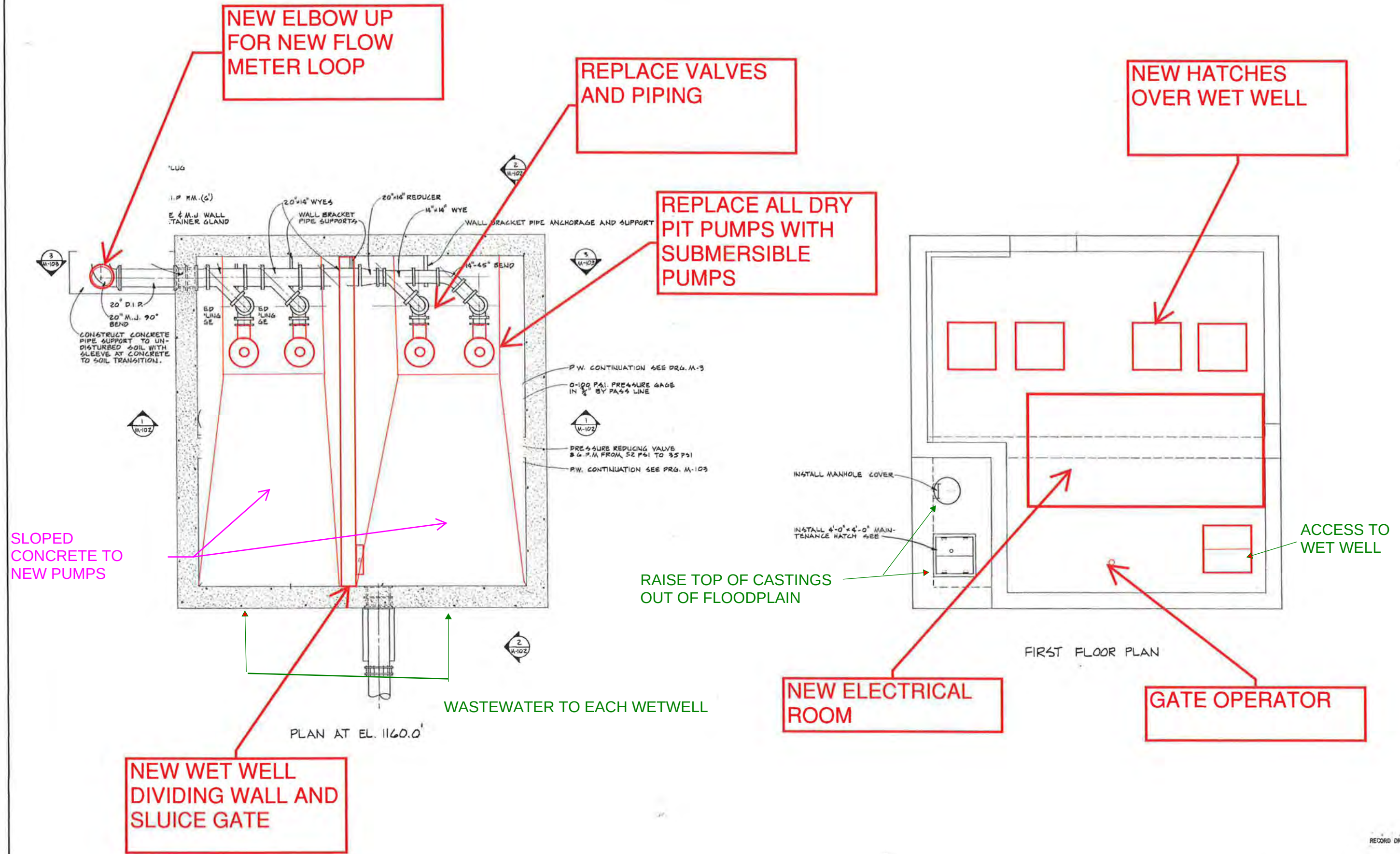
**EPA PROJECT NO. C270863
BRAINERD WASTEWATER FACILITIES IMPROVEMENTS
PART I - MAIN PUMP STATION
STRUCTURAL**

NEW ELECTRICAL
BUILDING

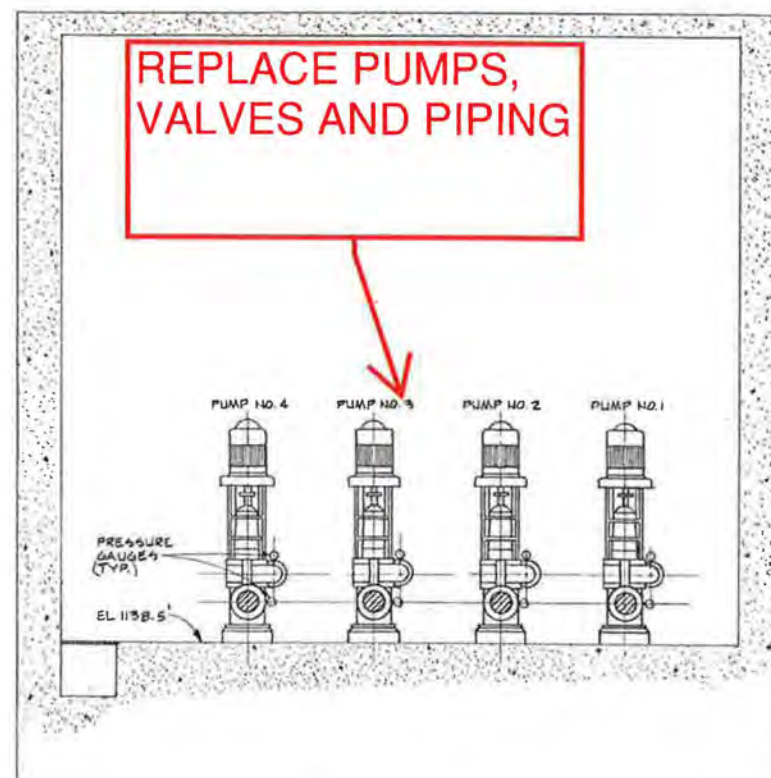


EXPANDED WET
WELL

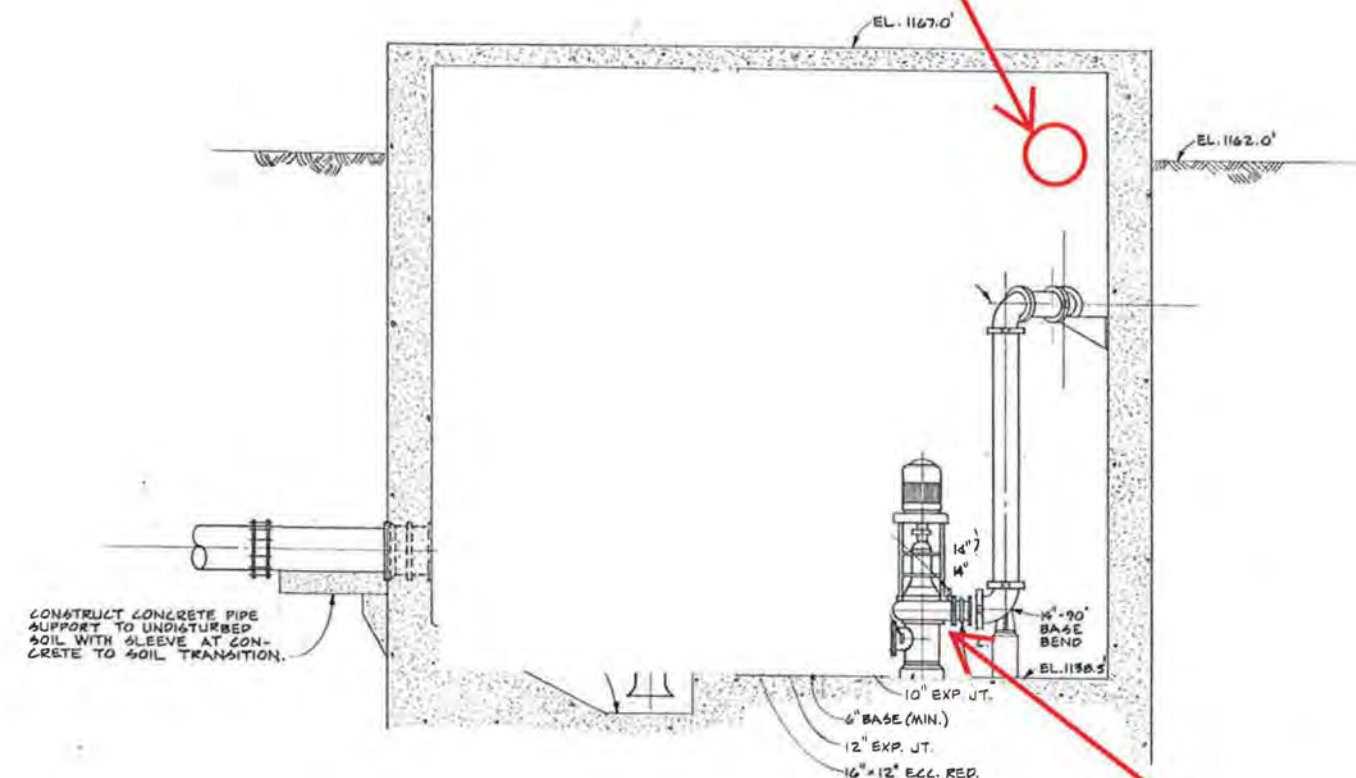




RECORD DRAWING 1/7/83



1 SECTION
SCALE 1/4" = 1'-0"
0 1 2 3 4 5 6



2 SECTION
SCALE 1/4" = 1'-0"
0 1 2 3 4 5 6

NO.	DATE	BY	DESCRIPTION
1	11/7/75	ISSUED FOR BIDDING	
REVISIONS			

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 2-24-78 Reg. No. 8933

TKDA
ENGINEERS ARCHITECTS
ST. PAUL MINNESOTA

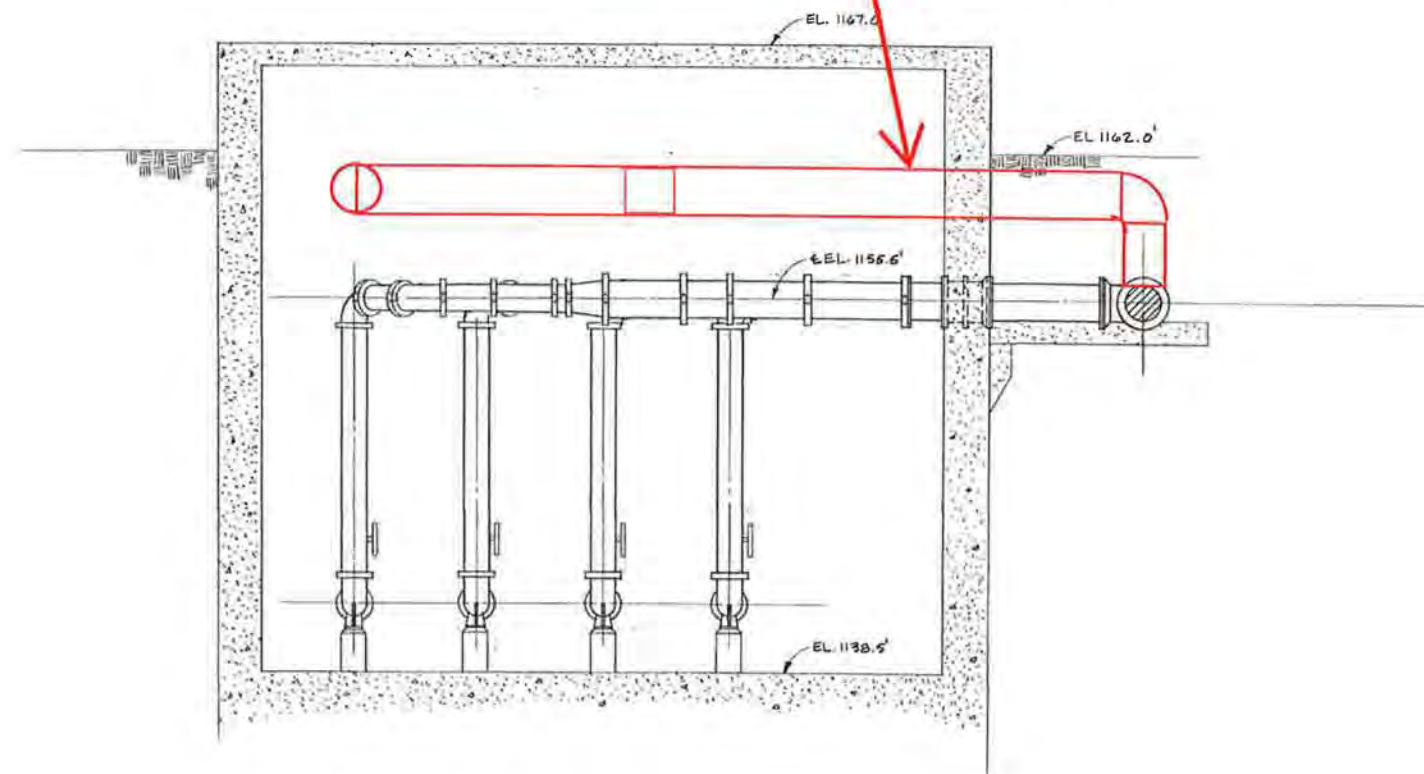
DESIGNED
KCC
DRAWN
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CHECKED
KCC

**WATER AND LIGHT BOARD
BRainerd, MINNESOTA**

COM.
6661-A
DRG.
M-102

MECHANICAL SECTIONS
EPA PROJECT NO. C270863
BRainerd WASTEWATER FACILITIES IMPROVEMENTS
PART I - MAIN PUMP STATION
MECHANICAL

NEW FLOW METER LOOP



3 SECTION
M-103
SCALE 1/2" = 1'-0"
0 1 2 3 4 5 6

NO.	DATE	BY	DESCRIPTION
1	11/7/78	DAK	DESIGN FOR STATION
REVISIONS			

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 2-24-79 Reg. No. 8933

TKDA
ENGINEERS
ST. PAUL
ARCHITECTS
MINNESOTA

DESIGNED
KCE
DRAWN
DAK
CHECKED
KCE

WATER AND LIGHT BOARD
BRAINERD, MINNESOTA

COM.
6661-A
DRG.
M-103

MECHANICAL SECTIONS
EPA PROJECT NO. C270863
BRAINERD WASTEWATER FACILITIES IMPROVEMENTS
PART I - MAIN PUMP STATION
MECHANICAL

RECORD DRAWING 7/7/83

PROS AND CONS

The following are the Pros for Alternative 1:

- Brand new modern facilities, new equipment, with long service life
- Safe and clean access to pumps and motors
- Avoids costs of bypass as they are intrinsic to the alternative
- Designed and built to suit current and future needs

The following are the Cons for Alternative 1:

- More complicated design and construction than submersible style facility
- Less effective use of existing infrastructure

The following are the Pros for Alternative 2:

- Safe and clean access to pumps and motors
- More effective use of existing infrastructure
- Avoids new large deep wet well construction
- New digital controls
- Lower heat cost due to natural gas

The following are the Cons for Alternative 2:

- Requires bypass station or temporary conveyance
- Lot of unknowns with the bypass pumping
 - Inflow and infiltration (I and I) problems may increase flow beyond capacity of temporary pumps
 - Cost of setting up bypass
- If controller for bypass is not used costs increases for 24/7 pump watch
- Rehabilitation of existing facilities can have unforeseen risks
- Pipe penetrations through 4.5' thick concrete walls
- Heating operational cost
- Concrete structure of building is over 40 years old and in good shape but may not last the service of life of the new pumps, process equipment, HVAC, Electrical, control, etc

The following are the Pros for Alternative 3:

- Brand new modern facilities, new equipment, with long service life
- Simpler design and construction than dry pit style facility
- Avoids costs of bypass as they are intrinsic to the alternative
- Designed and built to suit current and future needs
- Location of valves and meters do not require confined space access

The following are the Cons for Alternative 3:

- Less effective use of existing infrastructure
- Not as safe and accessible as dry pit options
- Constructing wet well in poor soils with groundwater may be difficult and costly
- No office area
- Working in wet well with submersible pumps

The following are the Pros for Alternative 4:

- More effective use of existing infrastructure,
- Avoids new large deep wet well construction
- Minimal HVAC Maintenance
- Minimal HVAC Operation Cost(No Heat)
- New digital Controls
- Lower heat cost due to natural gas

The following are the Cons for Alternative 4:

- Requires bypass station or temporary conveyance
- Rehabilitation of existing facilities can have unforeseen risks
- No office area
- Working in wet well with submersible pumps

DESCRIPTION	ESTIMATED CONSTRUCTION COSTS			
	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3	ALTERNATIVE 4
	COST	COST	COST	COST
	New Main LS with dry pit style and 2 wet wells	Rehab Main LS to current standards as dry pit style with 2 wet wells	New main LS as submersible style with 2 wet wells. Valve Vault and Metering above first floor	Rehab Main LS to current standards as submersible style with 2 wet wells
Removals		\$ 97,500.00	\$ 402,500.00	\$ 377,500.00
Generator=Diesel		\$ 405,000.00	\$ 380,000.00	\$ 530,000.00
Bypass during construction after going through pretreatment- Temp? or Perm?		\$ 1,150,000.00	\$ -	\$ 1,150,000.00
Piping, Process equipment, pumps, and controls		\$ 1,164,000.00	\$ 1,254,000.00	\$ 1,224,000.00
Electrical, HVAC, Plumbing		\$ 405,000.00	\$ 300,000.00	\$ 300,000.00
Structural and Architectural		\$ 500,000.00	\$ 1,775,000.00	\$ 631,000.00
Sitework		\$ 54,000.00	\$ 54,000.00	\$ 54,000.00
Prorated Cost of Alternative 1 based on other Projects	\$ 10,000,000.00			
SUBTOTAL ESTIMATED CONSTRUCTION COST	\$ 10,000,000.00	\$ 3,975,500.00	\$ 4,365,500.00	\$ 4,431,500.00
CONTINGENCY	30% \$ 3,000,000.00	30% \$ 1,192,650.00	20% \$ 873,100.00	30% \$ 1,329,450.00
TOTAL ESTIMATED CONSTRUCTION COST	\$ 13,000,000.00	\$ 5,168,150.00	\$ 5,238,600.00	\$ 5,760,950.00
Yearly inflation rate 7%				
2025 Estimated Construction Costs	\$ 13,000,000.00	\$ 5,168,150.00	\$ 5,238,600.00	\$ 5,760,950.00
2026 Estimated Construction Costs	\$ 13,910,000.00	\$ 5,529,920.50	\$ 5,605,302.00	\$ 6,164,216.50
2027 Estimated Construction Costs	\$ 14,883,700.00	\$ 5,917,014.94	\$ 5,997,673.14	\$ 6,595,711.66
2028 Estimated Construction Costs	\$ 15,925,559.00	\$ 6,331,205.98	\$ 6,417,510.26	\$ 7,057,411.47
2029 Estimated Construction Costs	\$ 17,040,348.13	\$ 6,774,390.40	\$ 6,866,735.98	\$ 7,551,430.27
2030 Estimated Construction Costs	\$ 18,233,172.50	\$ 7,248,597.73	\$ 7,347,407.50	\$ 8,080,030.39

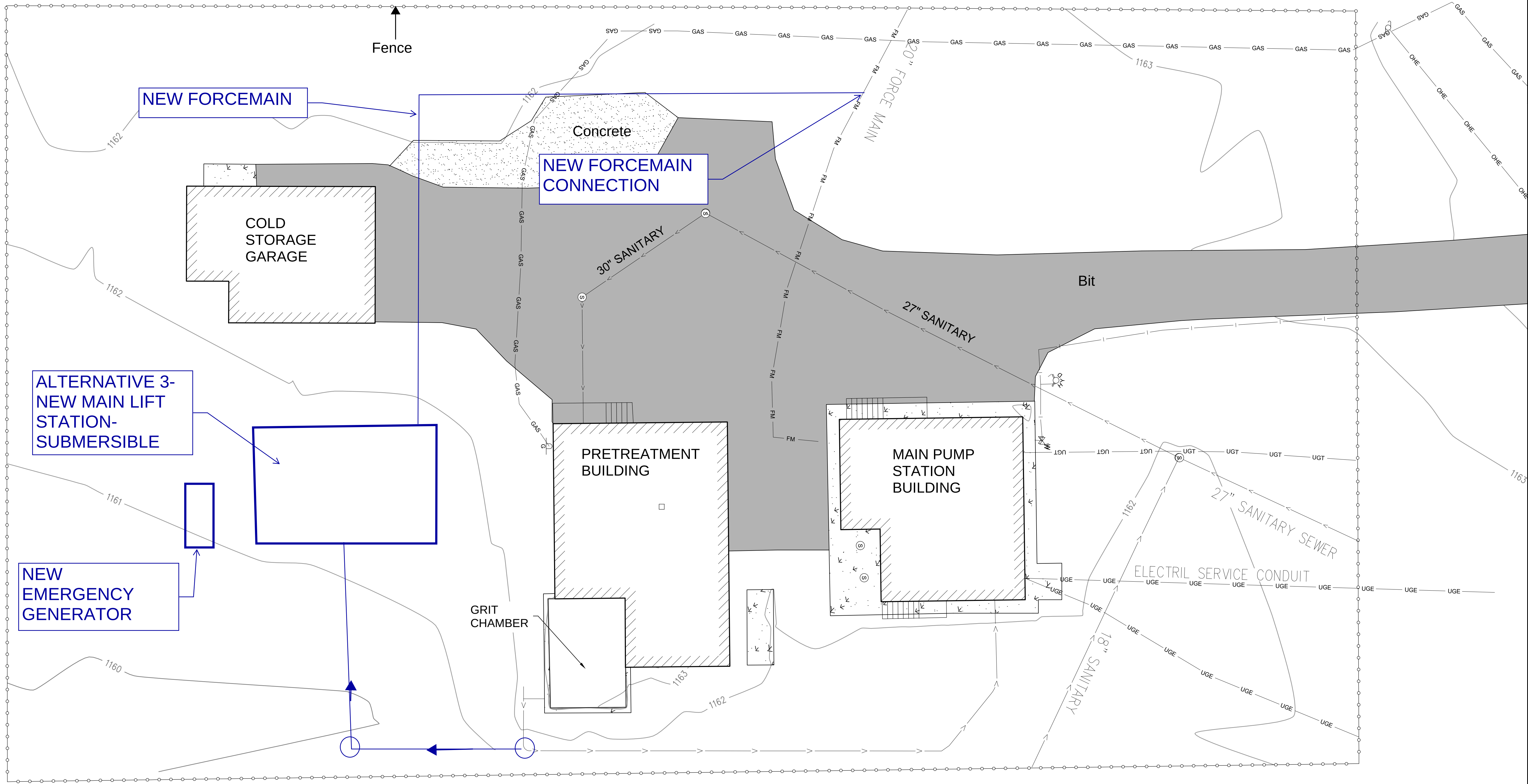
DESCRIPTION	OVERHEAD COSTS							
	ALTERNATIVE 1		ALTERNATIVE 2		ALTERNATIVE 3		ALTERNATIVE 4	
	% OF CONSTRUCTION COST	FEE AMOUNT	% OF CONSTRUCTION COST	FEE AMOUNT	% OF CONSTRUCTION COST	FEE AMOUNT	% OF CONSTRUCTION COST	FEE AMOUNT
BASIC ENGINEERING SERVICES								
STUDY AND REPORT PHASE		ONGOING		ONGOING		ONGOING	ONGOING	
DESIGN	12%	\$ 1,560,000.00	12%	\$ 620,178.00	12%	\$ 628,632.00	12%	\$ 691,314.00
BIDDING		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
CONSTRUCTION SERVICES	10%	\$ 1,300,000.00	10%	\$ 516,815.00	10%	\$ 523,860.00	10%	\$ 576,095.00
CONSTRUCTION OBSERVATION								
CONSTRUCTION STAKING								
CONSTRUCTION ADMINISTRATION								
POST CONSTRUCTION								
SUBTOTAL BASIC ENGINEERING SERVICES		\$ 2,870,000.00		\$ 1,146,993.00		\$ 1,162,492.00		\$ 1,277,409.00
ADDITIONAL SOFT COSTS								
GEOTECHNICAL INVESTIGATIONS		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00
TESTING		\$ 20,000.00		\$ 20,000.00		\$ 20,000.00		\$ 20,000.00
SUBTOTAL ADDITIONAL SOFT COSTS		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		\$ 50,000.00
ADMINISTRATION	3%	\$ 390,000.00	3%	\$ 155,044.50	3%	\$ 157,158.00	3%	\$ 172,828.50
LEGAL SERVICES								
FINANCIAL/BOND COUNSEL SERVICES								
INTERIM INTEREST								
PERMIT/REVIEW FEES								
LEGAL, FISCAL, ADMINISTRATION								
PROPERTY OR EASEMENT ACQUISITION								
SUBTOTAL ADMINISTRATION		\$ 390,000.00		\$ 155,044.50		\$ 157,158.00		\$ 172,828.50
TOTAL OVERHEAD COSTS		\$ 3,310,000.00		\$ 1,352,037.50		\$ 1,369,650.00		\$ 1,500,237.50
Yearly fee increase	5%							
2025 Estimated Overhead Costs		\$ 3,310,000.00		\$ 1,352,037.50		\$ 1,369,650.00		\$ 1,500,237.50
2026 Estimated Overhead Costs		\$ 3,475,500.00		\$ 1,419,639.38		\$ 1,438,132.50		\$ 1,575,249.38
2027 Estimated Overhead Costs		\$ 3,649,275.00		\$ 1,490,621.34		\$ 1,510,039.13		\$ 1,654,011.84
2028 Estimated Overhead Costs		\$ 3,831,738.75		\$ 1,565,152.41		\$ 1,585,541.08		\$ 1,736,712.44
2029 Estimated Overhead Costs		\$ 4,023,325.69		\$ 1,643,410.03		\$ 1,664,818.14		\$ 1,823,548.06
2030 Estimated Overhead Costs		\$ 4,224,491.97		\$ 1,725,580.53		\$ 1,748,059.04		\$ 1,914,725.46
TOTAL PROJECT COSTS		\$ 16,310,000.00		\$ 6,520,187.50		\$ 6,608,250.00		\$ 7,261,187.50
2025 TOTAL PROJECT COSTS		\$ 16,310,000.00		\$ 6,520,187.50		\$ 6,608,250.00		\$ 7,261,187.50
2026 TOTAL PROJECT COSTS		\$ 17,385,500.00		\$ 6,949,559.88		\$ 7,043,434.50		\$ 7,739,465.88
2027 TOTAL PROJECT COSTS		\$ 18,532,975.00		\$ 7,407,636.28		\$ 7,507,712.27		\$ 8,249,723.50
2028 TOTAL PROJECT COSTS		\$ 19,757,297.75		\$ 7,896,358.39		\$ 8,003,051.34		\$ 8,794,123.91
2029 TOTAL PROJECT COSTS		\$ 21,063,673.82		\$ 8,417,800.43		\$ 8,531,554.11		\$ 9,374,978.33
2030 TOTAL PROJECT COSTS		\$ 22,457,664.47		\$ 8,974,178.26		\$ 9,095,466.54		\$ 9,994,755.85

SELECTED ALTERNATIVE

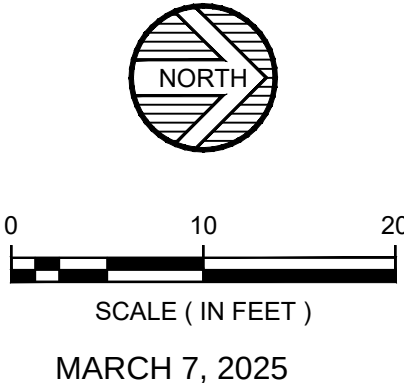
NEW MAIN LIFT STATION BUILDING
SUBMERSIBLE STYLE WITH DUAL WET WELLS
NEW GENERATOR IN OUTDOOR ENCLOSURE
GRAVITY SEWER CONNECTION FROM PRETREATMENT BUILDING TO NEW DUAL WET WELLS
NEW FORCEMAIN CONNECTION TO EXISTING FORCEMAIN
NEW FLOW METER INSIDE STRUCTURE
NO LONG TERM BYPASS REQUIRED
VALVES IN BUILDING ABOVE WET WELL

ALTERNATIVE 3

ESTIMATED CONSTRUCTION COST \$5,238,600.00
OVERHEAD COST \$1,369,650.00
TOTAL PROJECT COST \$6,608,250.00

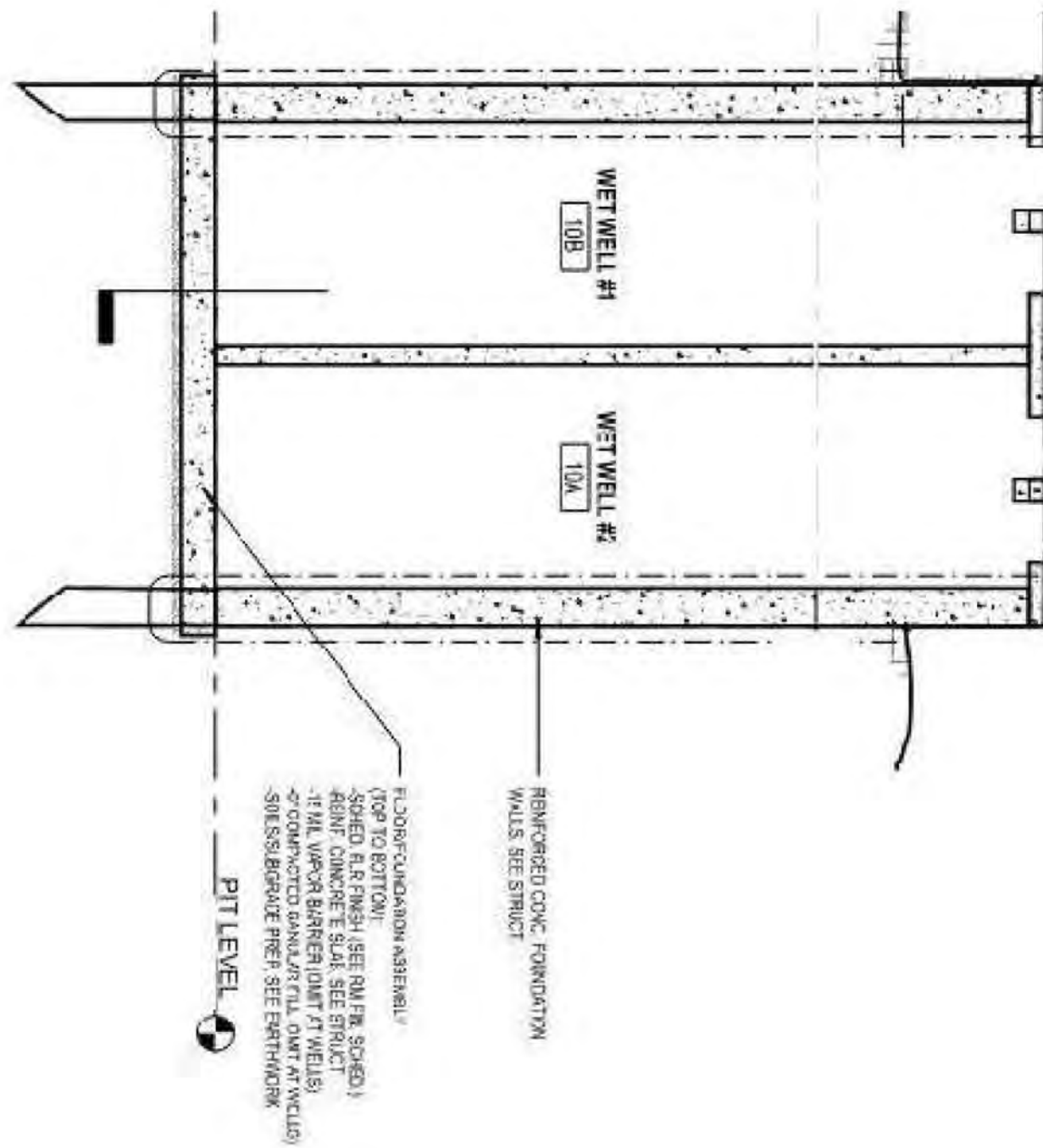


Location: City of Brainerd
1602 East River Road, Brainerd, MN
Section 35 Township 45 Range 31
Southeast of East River Road



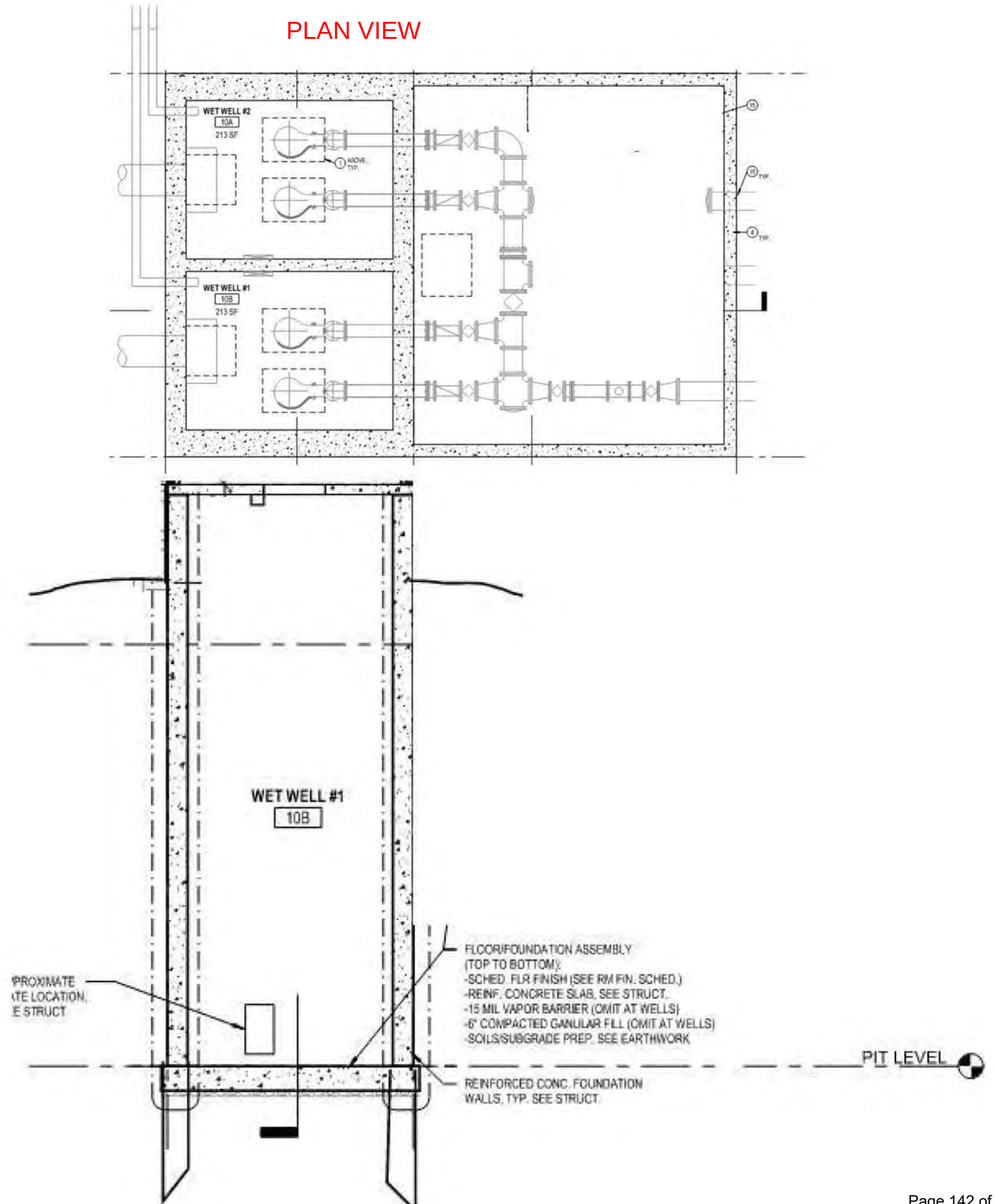
DATE	REVISION DESCRIPTION	BY

DATE: ###	SCALE: ###	DRAWN BY: ###	CHECKED BY: ###	JOB NUMBER: ###
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ALTERNATIVE 3

PLAN VIEW





City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: 2024 Audit Presentation

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Mary Reedy, Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE:

Ms. Mary Reedy from CliftonLarsonAllen and Finance Director Connie Hillman will summarize the results of the 2024 audit.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

An electronic copy of the audit can be found on the City's website or at the link:

<https://www.ci.brainerd.mn.us/ArchiveCenter/ViewFile/Item/118>

RECOMMENDED ACTION/MOTION:

Accept audit as presented

FINANCIAL IMPACT:



We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

City of Brainerd 2024 Audit Results Brainerd City Council

Auditor Discussion Agenda Items

- Required Communication to Governance
- Audit Results
- Financial Results
- Other Discussions, Insights, Observations



Required Communication to City Council

- Our Responsibility Under Generally Accepted Auditing Standards, Government Auditing Standards, and Uniform Grant Guidance
 - Primary responsibility is to provide our opinion on the fairness of presentation of the financial statements
 - Reviewed internal accounting controls
 - Risk based audit approach
 - Based on internal controls, determined scopes and tests of transactions
 - Expressed opinion based on tests
 - Report internal controls and compliance – federal awards
- Planned Scope and Timing of the Audit
 - Communicated during the audit preliminary work and field work
- Significant Accounting Policies
 - Outlined in Note 1 to the financial statements
 - Unusual transactions – None noted
 - New Standards – GASB 101, Compensated Absences



Required Communication to City Council (Continued)

- Management Judgments and Accounting Estimates – Reasonable/Supported
 - Useful lives of capital assets
 - Other postemployment benefits payable
 - Net pension liability
 - Fair market value of investments
 - Compensated absences
 - Discount rate utilized for leases and SBITAs
- Corrected and Uncorrected Adjustments
 - Uncorrected – beginning net position was understated by \$491,517 for governmental activities and \$16,081 for airport
- Disclosures are Adequate, Clear and Complete
- Other Information in Documents Containing Audited Financial Statements
 - Supplementary information – made inquiries and evaluated the content – opinion – management is responsible for this information and need to include our report if issued separately
 - Other information – reviewed for any errors – no opinion



Required Communication to City Council (Continued)

- Disagreements with Management
 - There have been no disagreements with management about matters that could be significant to the financial statements
- Management Representations
 - We have requested certain representations from management included in the management representation letter
- Consultations with Other Accountants
 - There were no consultations with other independent accountants
- Major Issues Discussed With Management Prior to Retention
 - No issues, other than normal planning issues, were discussed prior to our retention as auditors
- Difficulties Encountered in Performing the Audit
 - Management was most cooperative and helpful
 - Personnel and records were available



Required Communication to City Council (Continued)

- Audits of Group Financial Statements
 - No matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group
- Limitations on the Group Audit
 - There were no restrictions on our access to information of components or other limitations to the group audit



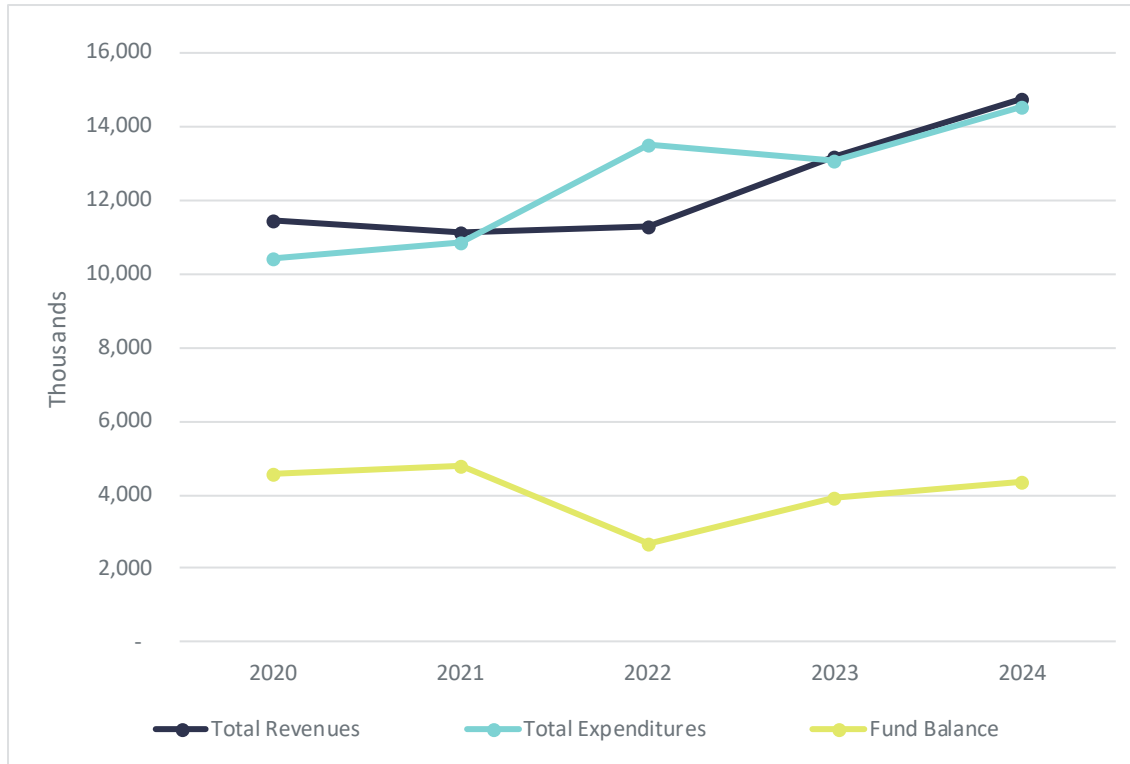
City's Audit Results

- Unmodified Opinion (Clean)
 - On the basic financial statement – concluded financial statements are fairly stated
- Compliance and Internal Control Over Financial Reporting
 - One significant deficiency – segregation of duties
- Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance Required by the Uniform Guidance
 - The City complied in all material respects with the federal compliance requirements that are applicable to its major federal program
 - Coronavirus State and Local Fiscal Recovery Funds
 - One significant deficiency – lack of review over annual reports
- Minnesota Legal Compliance
 - Seven areas – No findings



City's Financial Results

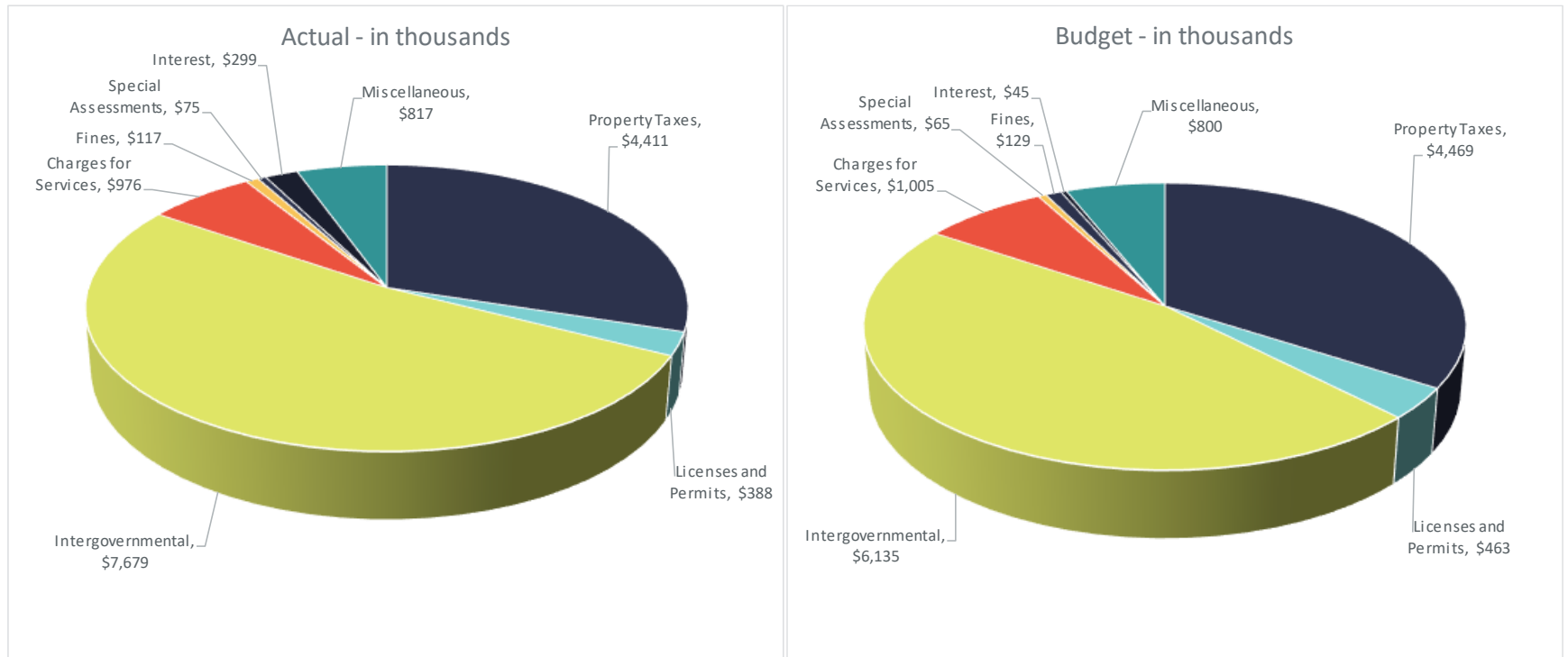
General Fund Balance



- Fund Balance is approximately \$4,333,000, of which approximately \$3,397,000 is unassigned and can be used for operations
- 2024 Operating expenditures are approximately \$14,540,000
- Approximately 23% of the 2024 operating expenditures in Unassigned Fund Balance – does not meet goal/policy

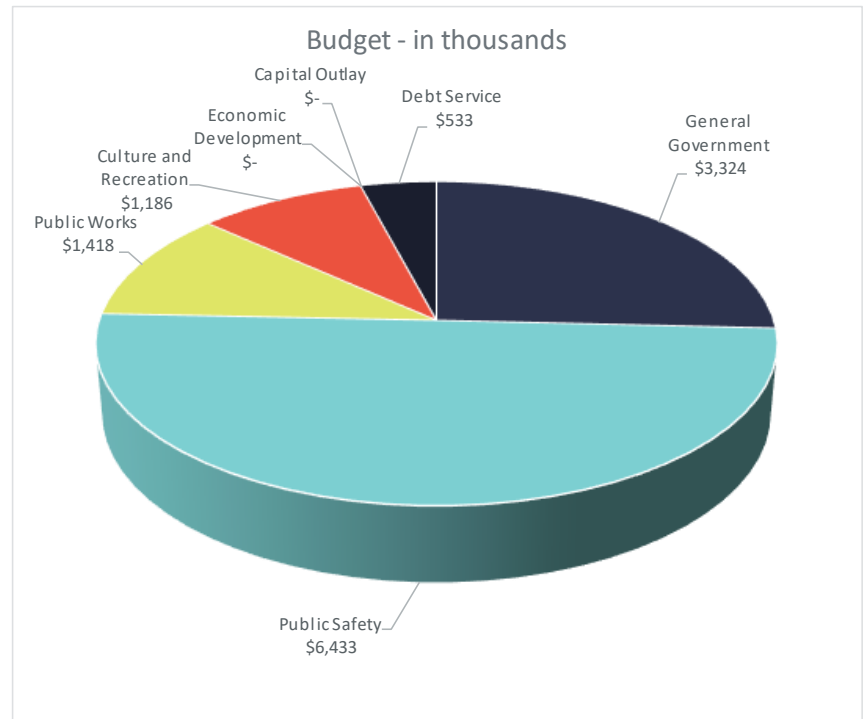
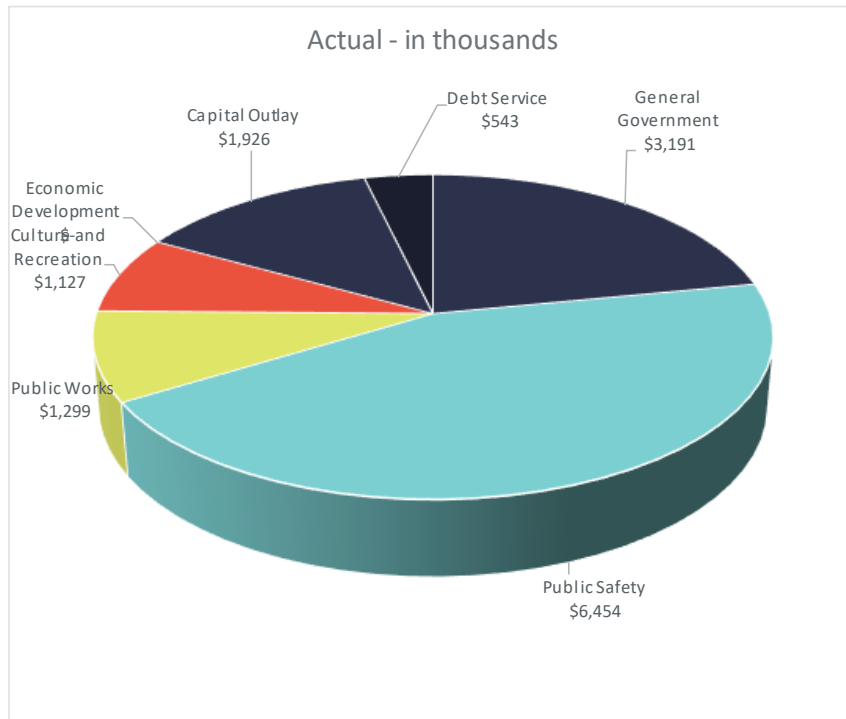
City's Financial Results (Continued)

General Fund Balances-Revenues



City's Financial Results (Continued)

General Fund Balances-Expenditures



General Fund Financial Results

	<u>Budget</u>	<u>Actual</u>	<u>Over (Under) Budget</u>
General Fund			
Revenue	\$ 13,109,975	\$ 14,761,847	\$ 1,651,872
Expenditures	12,894,145	14,540,439	1,646,294
Transfers In	128,000	114,820	(13,180)
Transfers Out	(425,642)	(613,966)	(188,324)
Other Financing Sources/(Uses)	35,000	714,954	679,954
Change in Fund Balance	<u>\$ (46,812)</u>	<u>\$ 437,216</u>	<u>\$ 484,028</u>



General Fund Financial Results (Continued)

	<u>Actual</u>	<u>Elimination of Fund 217 & 895</u>	<u>Adjustment for Reporting</u>	<u>Adjustment for Leases</u>	<u>PERA Adjustment</u>	<u>Adjusted Actual</u>
General Fund						
Revenue	\$ 14,761,847	\$ (37,940)	\$ 2,500	\$ -	\$ (35,638)	\$ 14,690,769
Expenditures	14,540,439	(13,743)	(146,080)	(623,968)	(35,638)	13,721,010
Transfers In	114,820	(20,003)	-	-	-	94,817
Transfers Out	(613,966)	20,003	(148,580)	-	-	(742,543)
Other Financing Sources/(Uses)	714,954	-	-	(623,968)	-	90,986
Change in Fund Balance	<u>\$ 437,216</u>	<u>\$ (24,197)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 413,019</u>

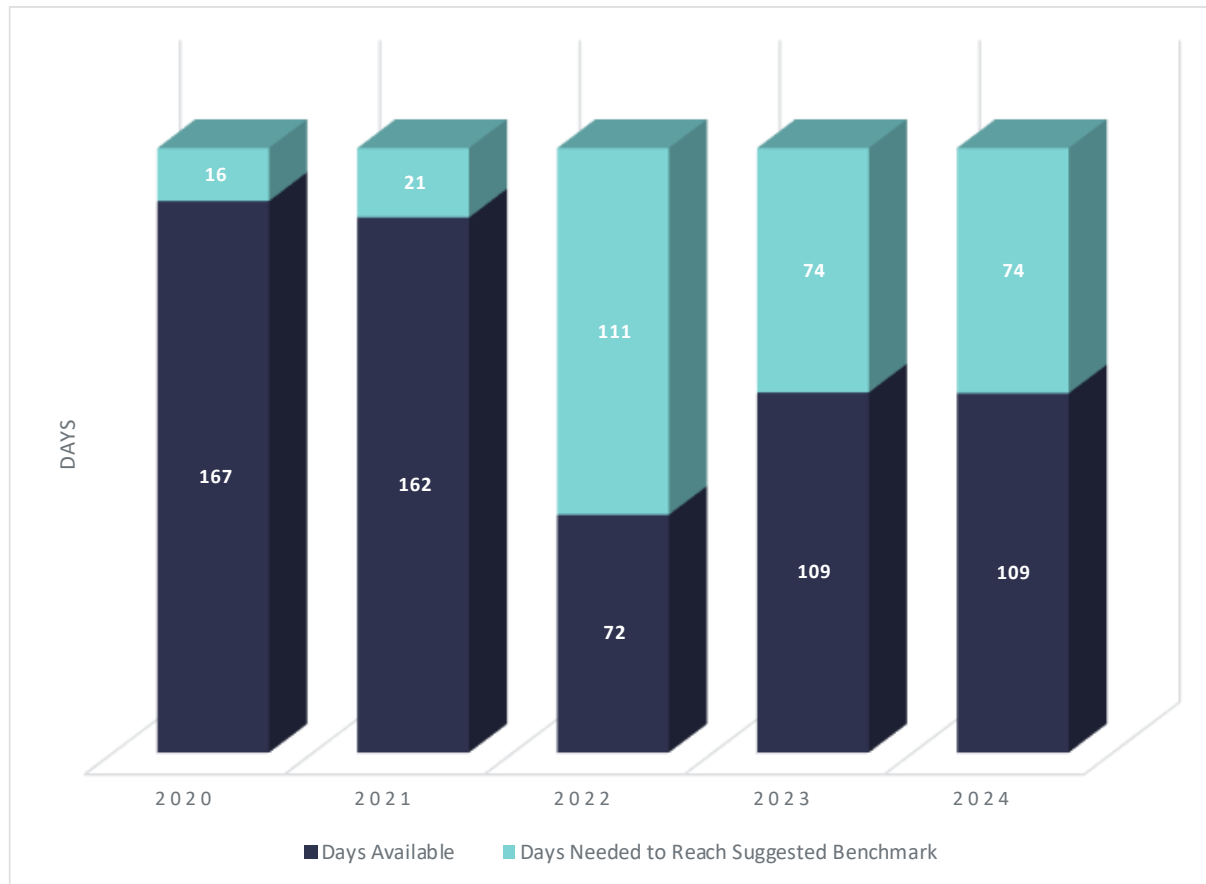
	<u>Adjusted Actual</u>	<u>ARPA Reporting</u>	<u>Fair Market Value Adjustment</u>	<u>'23 Missed Transfer to Fire Capital</u>	<u>Actual</u>
General Fund					
Revenue	\$ 14,690,769	\$ (1,306,313)	\$ (160,939)	\$ -	\$ 13,223,517
Expenditures	13,721,010	(1,306,313)	-	-	12,414,697
Transfers In	94,817	-	-	-	94,817
Transfers Out	(742,543)	-	-	120,331	(622,212)
Other Financing Sources/(Uses)	90,986	-	-	-	90,986
Change in Fund Balance	<u>\$ 413,019</u>	<u>\$ -</u>	<u>\$ (160,939)</u>	<u>\$ 120,331</u>	<u>\$ 372,411</u>

	<u>Budget</u>	<u>Over (Under) Budget</u>
General Fund		
Revenue	\$ 13,109,975	113,542
Expenditures	12,894,145	(479,448)
Transfers In	128,000	(33,183)
Transfers Out	(425,642)	(196,570)
Other Financing Sources/(Uses)	35,000	55,986
Change in Fund Balance	<u>\$ (46,812)</u>	<u>\$ 419,223</u>



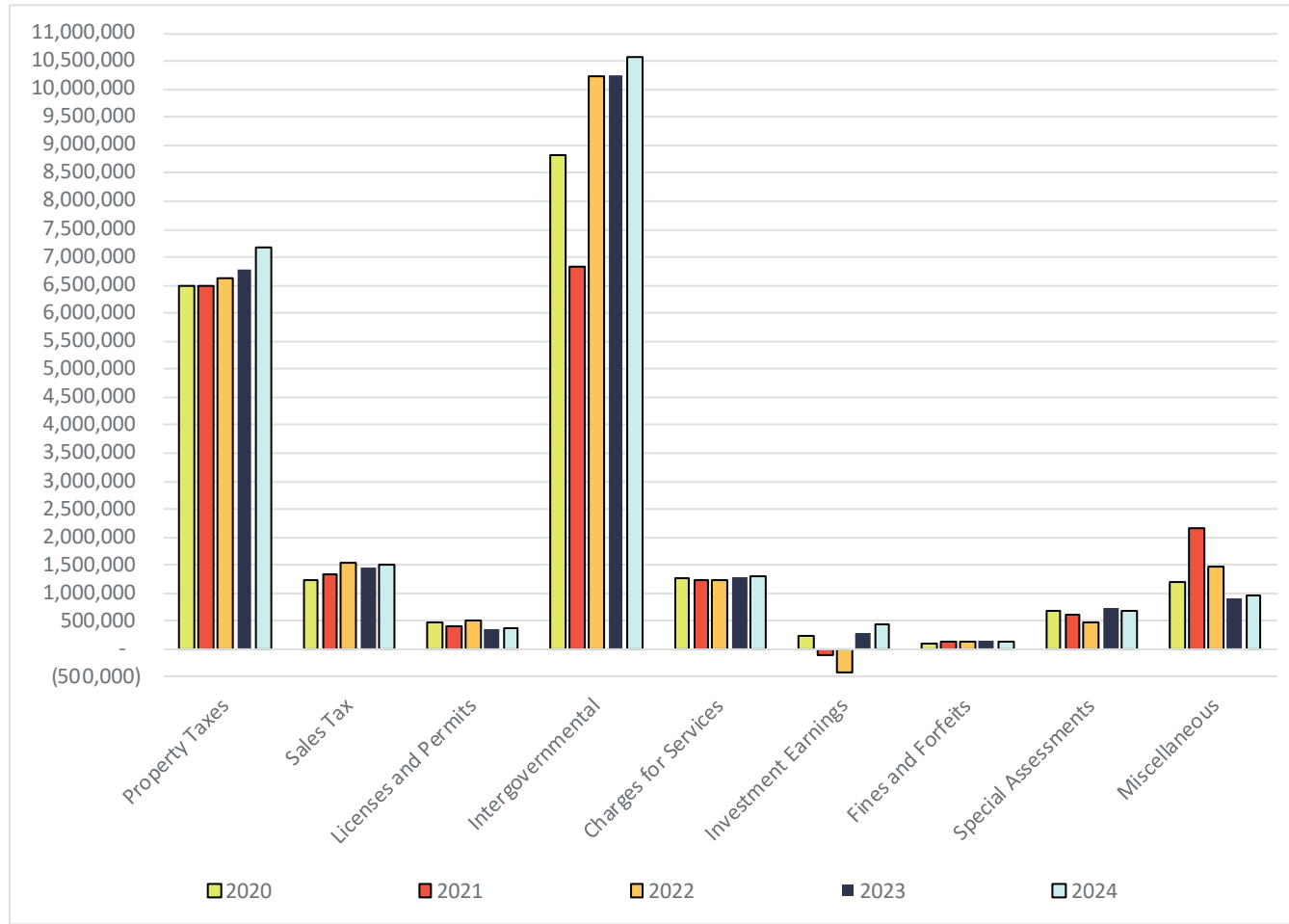
City's Financial Results

General (including other minor funds for reporting)
Funds Days Expenditures in Unassigned Fund Balance



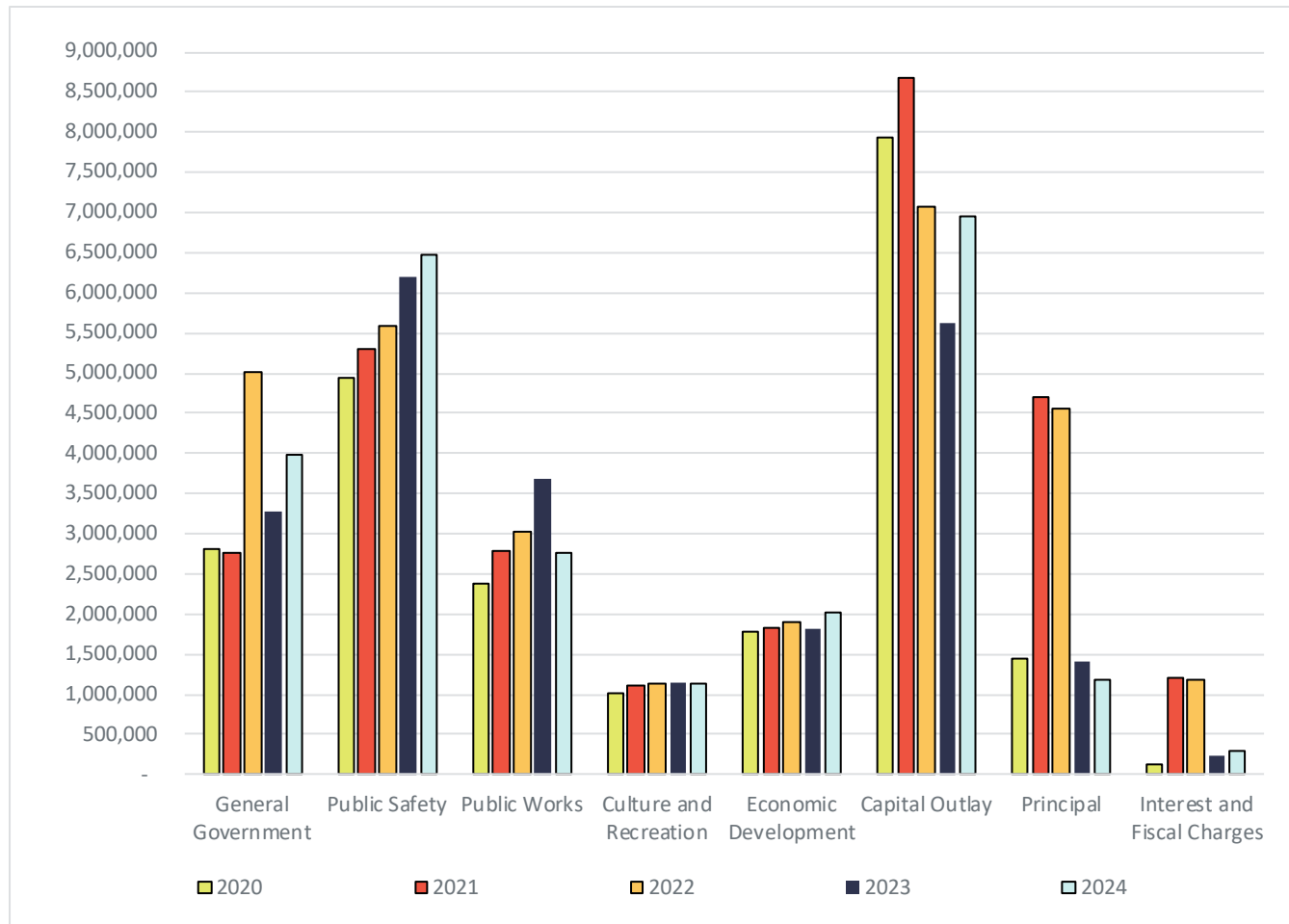
City's Financial Results (Continued)

All Funds-Total Revenues



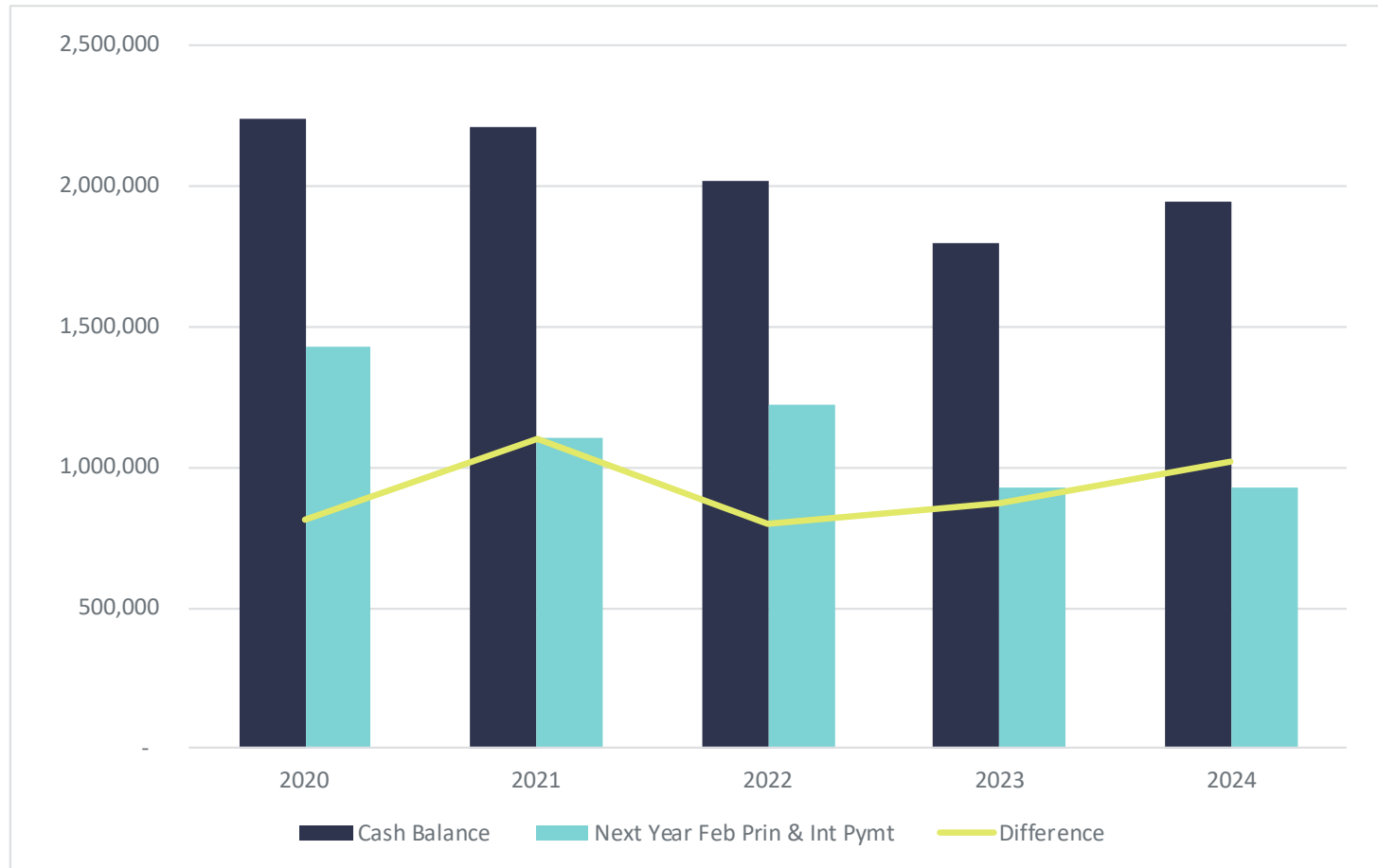
City's Financial Results (Continued)

All Funds-Total Expenditures



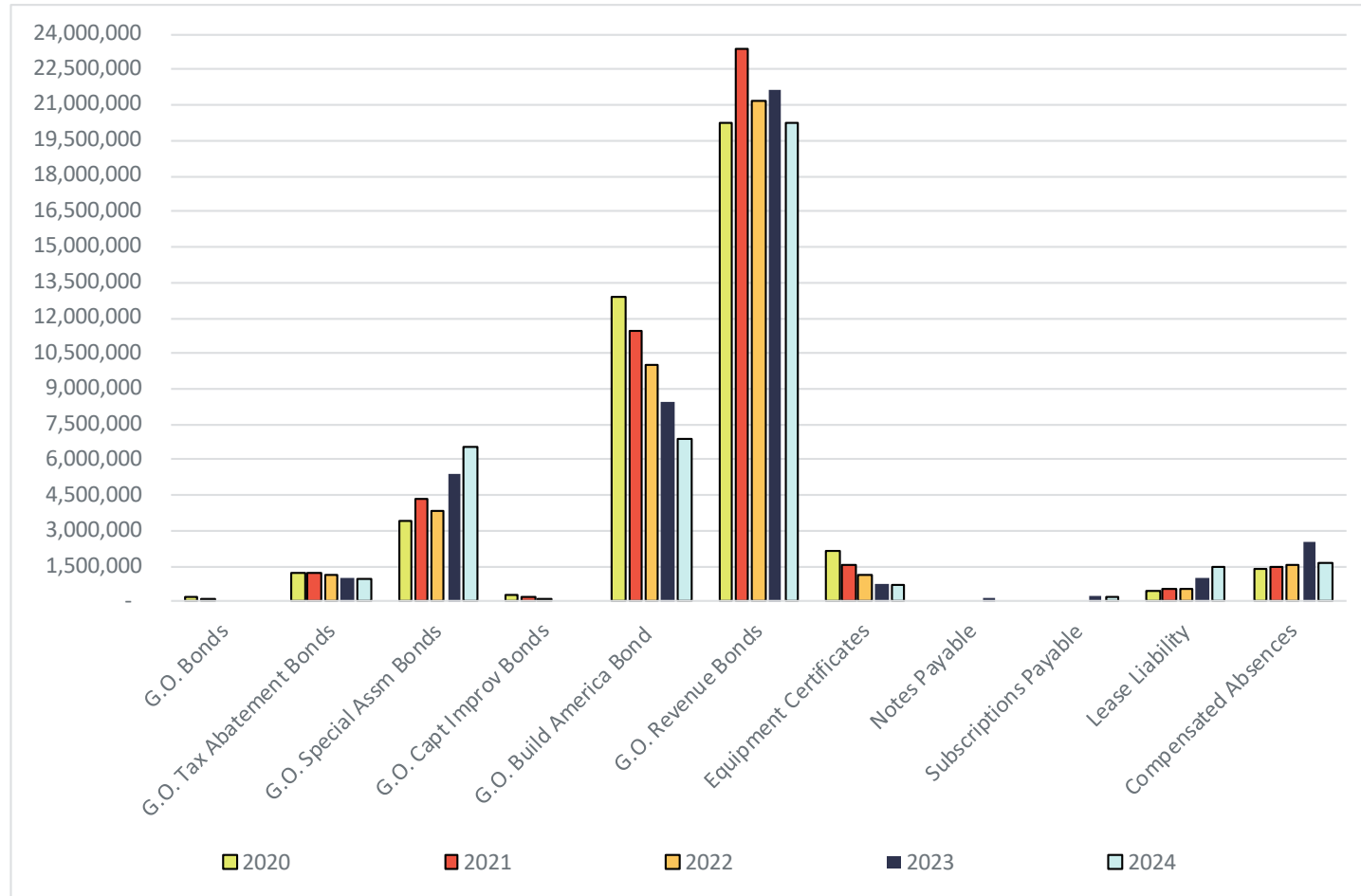
City's Financial Results (Continued)

Debt Service Funds-Total Cash Available



City's Financial Results (Continued)

Total City Debt



Enterprise Funds

	SANITARY SEWER COLLECTION SYSTEM	STORM SEWER FUND	BRAINERD PUBLIC UTILITIES
OPERATING REVENUES			
Charges for Services	\$ 905,864	\$ 554,787	\$ 34,487,595
OPERATING EXPENSES			
Salaries and Benefits	205,595	93,904	5,756,543
Professional Services	989	7,748	1,638,506
Repairs and Maintenance	60,033	290	721,276
Insurance	5,950	2,974	-
Depreciation/Amortization	493,906	339,386	5,419,198
Purchased Power	-	-	18,705,357
Materials and Supplies	6,979	523	-
Miscellaneous	2,111	4,016	1,061,771
Insurance	-	-	396,368
Total Operating Expenses	775,563	448,841	33,699,019
OPERATING INCOME	130,301	105,946	788,576
NONOPERATING REVENUES (EXPENSES)			
Local Option Sales Tax	-	-	1,884,504
Intergovernmental	281,016	-	186,269
Gain on Disposal of Capital Assets	-	-	21,327
Interest Income	32,040	-	673,199
Interest Expense and Fiscal Charges	(61,023)	(3,117)	(663,872)
Total Nonoperating Revenues (Expenses)	252,033	(3,117)	2,101,427
CHANGE IN NET POSITION BEFORE TRANSFERS AND CAPITAL CONTRIBUTIONS	382,334	102,829	2,890,003
Capital Contributions	-	889,556	-
Transfers Out	-	(1,500)	(765,150)
CHANGE IN NET POSITION	382,334	990,885	2,124,853
Net Position - Beginning of Year	9,187,630	7,148,106	57,193,316
NET POSITION - END OF YEAR	\$ 9,569,964	\$ 8,138,991	\$ 59,318,169



Insights/ Observations

- Overall Audit Results are Positive
 - One significant deficiency finding on single audit
 - Staff conscientious and responsible
 - Staff very responsive to audit inquiries/requests
 - State Reporting Form and GFOA Certificate was submitted timely
- Fund Balance Reserves – General Fund
 - Fund Balance = 23% of 2024 operating expenditures
 - Policy is to have 35 – 50% of General Fund current year expenditures

Insights/ Observations (Continued)

- Revolving Loan Fund had positive change in fund balance
 - Received \$43,000 in loan repayments
- Debt Service Fund has a restricted Fund Balance of approximately \$1,960,000 with expenditures of \$932,000
 - Fund Balance increased due the fluctuation of the collection of special assessments
- Capital Projects Fund has an assigned Fund Balance of approximately \$4,254,000 with expenditures of \$4,722,000
 - Approximately \$2,210,000 of transfers in/taxes levied/intergovernmental grants to help pay for projects
 - Issued General Obligation Special Assessment Improvement Bonds, Series 2024A for \$1,685,000



Questions and Comments



Thank You for the Opportunity to Serve the City!

Mary Reedy, CPA, CGFM

Principal

CliftonLarsonAllen LLP

(218) 828-0100

mary.reedy@CLAconnect.com

Connie Hillman, CPA

Finance Director

City of Brainerd

(218) 828-2307

chillman@ci.brainerd.mn.us



CLAconnect.com



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City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Final Pay Request - Laurel Street Bridge Repair Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this item is the Final Pay Request for the Laurel Street Bridge Repair Project. This project was completed in 2024. However, staff was waiting until spring 2025 for final turf re-establishment before acceptance. The project is now acceptable and staff recommends finalizing the contract.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The final pay request is in the amount of \$744.85. This releases the final retainage that was held. The total amount for the project would be \$147,270. The original bid was for \$151,770.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the final pay request in the amount of \$744.85.

FINANCIAL IMPACT: \$744.85

CONTRACTOR'S PAY REQUEST		 BOLTON & MENK Real People. Real Solutions.	DISTRIBUTION:	
LAUREL STREET BRIDGE REHABILITATION			CONTRACTOR (1)	
			OWNER (1)	
			ENGINEER (1)	
CITY OF BRAINERD -				
BMI PROJECT NO. 0T4.133566				
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$151,770.00		
TOTAL, COMPLETED WORK TO DATE		\$148,970.00		
TOTAL, STORED MATERIALS TO DATE		\$0.00		
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00		
TOTAL, COMPLETED WORK & STORED MATERIALS		\$148,970.00		
RETAINED PERCENTAGE (0.0%)		\$0.00		
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		-\$1,700.00		
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$147,270.00		
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$146,525.15		
PAY CONTRACTOR AS ESTIMATE NO. 3		\$744.85		

CERTIFICATE FOR FINAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that applicable provisions of the Iowa Code have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Urban Companies, LLC
3781 Labore Rd.
Saint Paul, MN 55100

By Troy Staples Attorney-in-Fact
Name Title

Date 6/26/2025

Approved [Signature]
Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DRIVE NW, STE 206, RAMSEY, MN 55303

By _____, CONSULTING ENGINEER

Date _____

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

Pay Request No.:**3**

LAUREL STREET BRIDGE REHABILITATION



Real People. Real Solutions.

CITY OF BRAINERD

BMI PROJECT NO. 0T4.133566

WORK COMPLETED THROUGH WEDNESDAY, JUNE 25, 2025

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$35,000.00	1.00 LS	\$35,000.00	1.00 LS	\$35,000.00	1.00 LS	\$35,000.00
2	RECONSTRUCT EXPANSION JOINT TYPE SPECIAL (P)	\$350.00	132.00 LF	\$46,200.00	132.00 LF	\$46,200.00	132.00 LF	\$46,200.00
3	RANDOM RIPRAP CLASS IV (P)	\$200.00	145.00 CU YD	\$29,000.00	145.00 CU YD	\$29,000.00	145.00 CU YD	\$29,000.00
4	CONCRETE SLOPE PAVING (P)	\$315.00	78.00 SQ YD	\$24,570.00	78.00 SQ YD	\$24,570.00	78.00 SQ YD	\$24,570.00
5	TRAFFIC CONTROL	\$8,000.00	1.00 LS	\$8,000.00	1.00 LS	\$8,000.00	1.00 LS	\$8,000.00
6	SEDIMENT CONTROL LOG TYPE WOOD CHIP	\$20.00	100.00 LF	\$2,000.00	30.00 LF	\$600.00	30.00 LF	\$600.00
7	SILT FENCE TYPE HI	\$20.00	100.00 LF	\$2,000.00	30.00 LF	\$600.00	30.00 LF	\$600.00
8	TURF ESTABLISHMENT	\$5,000.00	1.00 LS	\$5,000.00	1.00 LS	\$5,000.00	1.00 LS	\$5,000.00
							0.00	0
TOTAL AMOUNT:				\$151,770.00		\$148,970.00		\$148,970.00



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Final Pay Request - Historic Water Tower Rehabilitation Project - Phase 2

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this item is a Semi-Final Pay Request for the Historic Water Tower Rehabilitation - Phase 2 Project. The project mainly addressed replacement of the windows, leaving the exterior stucco remaining to be repaired. The project is now acceptable. The semi-final pay request holds a minor amount of retainage until some final closeout documents are received. However, staff recommends finalizing the contract and paying the remainder of the retainage once these documents are received.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The semi-final pay request is in the amount of \$43,335.20. This final retainage totals \$12,590 that would be paid once closeout documents are received. The total amount for the project is \$251,800.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the final pay request in the amounts of \$43,335.20 and \$12,590.

FINANCIAL IMPACT: \$55,925.20



11360 Business 371, PO Box 621
Brainerd, MN 56401

(218) 829-8529 (218) 829-5383 FAX

Invoice Number : 15102
Invoice Date : 05/27/2025
Customer Number : BRAI01
Job Number : 24051
Due Date : 06/27/2025

Sold To:

Job:

City of Brainerd
City Hall
501 Laurel Street
Brainerd, MN 56401

Brainerd watertower window
624 Washington St
Brainerd, MN 56401

ALL INVOICES ARE DUE PER THE CONTRACT OR NET 30 DAYS. FINANCE CHARGES OF 18.0%/YR WILL BE
ASSESSED ON ALL LATE INVOICE

Date	Description	Amount
05/27/2025	Pay Application #6	45,616.00
	GROSS BILLINGS :	45,616.00
	RETAINAGE :	2,280.80
	NET BILLINGS :	43,335.20

Thank You

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ???

PAGES

TO OWNER City of Brainerd
501 Laurel Street
Brainerd, MN 56401

PROJECT: Brainerd Watertower Window APPLICATION NO: SIX
Brainerd, MN

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

VIA ARCHITECT: LHB Inc.

Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainerd, MN 56401

701 Washington Ave. N
Suite 200
Minneapolis, MN 55401

PERIOD TO: May 31, 2025

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: February 20, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet. AIA Document G703, is attached.

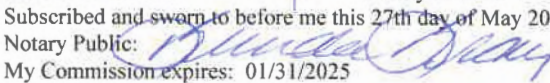
1. ORIGINAL CONTRACT SUM	\$	436,000.00
2. Net change by Change Orders	\$	(184,200.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	251,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	251,800.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	12,590.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	12,590.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	239,210.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	195,874.80
8. CURRENT PAYMENT DUE	\$	43,335.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	12,590.00

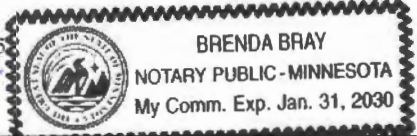
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	(\$184,200.00)	
TOTALS	(\$184,200.00)	\$0.00
NET CHANGES by Change Order	(\$184,200.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By:  Date: May 27, 2025

State of Minnesota County of Crow Wing
Subscribed and sworn to before me this 27th day of May 2025
Notary Public: 
My Commission expires: 01/31/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **\$43,335.20**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: LHB Inc.

By:  Date: 6/11/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: SIX

APPLICATION DATE: 5/27/2025

PERIOD TO: 5/31/2025

ARCHITECT'S PROJECT NO: Brd Watertower Windows

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E-F)	% (G ÷ C)		
	General Requirements	\$25,205.74	\$21,000.00	\$4,205.74	\$0.00	\$25,205.74	100.00%	\$0.00	\$1,260.29
	Bonds/Insurance	\$2,684.00	\$2,684.00	\$0.00	\$0.00	\$2,684.00	100.00%	\$0.00	\$134.20
	Mobilization	\$4,035.39	\$2,500.00	\$1,535.39	\$0.00	\$4,035.39	100.00%	\$0.00	\$201.77
	Demolition	\$29,418.93	\$24,000.00	\$5,418.93	\$0.00	\$29,418.93	100.00%	\$0.00	\$1,470.95
	Masonry	\$59,260.65	\$49,000.00	\$10,260.65	\$0.00	\$59,260.65	100.00%	\$0.00	\$2,963.03
	Windows	\$92,792.84	\$70,000.00	\$22,792.84	\$0.00	\$92,792.84	100.00%	\$0.00	\$4,639.64
	Interior stair work	\$184,200.00	\$184,200.00	\$0.00	\$0.00	\$184,200.00	100.00%	\$0.00	\$9,210.00
	Electrical	\$38,402.45	\$37,000.00	\$1,402.45	\$0.00	\$38,402.45	100.00%	\$0.00	\$1,920.12
	CO#1 - Interior Stair work	(\$184,200.00)	(\$184,200.00)	\$0.00	\$0.00	(\$184,200.00)	100.00%	\$0.00	(\$9,210.00)
	PAGE TOTALS	\$251,800.00	\$206,184.00	\$45,616.00	\$0.00	\$251,800.00	100.00%	\$0.00	\$12,590.00

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



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Change Order #1 - Imp 17-12 - Wright/10th Reconstruction Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Staff is recommending approval of Change Order #1 for the Wright/10th Reconstruction Project for some additional traffic control signage on the project. To prevent the public from entering the project area during construction, staff requested additional barricades to be placed on the spur line trail. In addition, with the closure of Wright Street, drivers have continued to violate the turn lane closure on Highway 371B (S. 6th Street) by stopping in the through traffic lanes to turn into the project area. This has led to crashes on the highway. Much of this traffic is entering businesses adjacent to the frontage road and S. 7th Street areas. While staff put out maps and notices on social media directing the public to alternative accesses, staff requested additional signage to help direct drivers to appropriate turns to prevent further rear end crashes and vehicles entering the project area during construction.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Landwehr has proposed the following costs for the additional traffic control signage that is being installed on the project.

- Additional barricades on the spur line trail = \$2,064.35
- Access signage on Highway 371B = \$1,158.96
- Total = \$3,223.31

RECOMMENDED ACTION/MOTION: Staff recommends approval of Change Order #1 in the amount of \$3,223.31.

FINANCIAL IMPACT: \$3,223.31



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2023

SP/SAP(s)	SAP 108-131-002, 108-132-003	MN Project No.:	N/A	Change Order No.	1
-----------	---------------------------------	--------------------	-----	------------------	---

Project Location	Wright Street - South 6th Street to 13th Street SE (CR 45), 10th Street SE - Industrial Park Road (CR 117) to Wright Street		
Local Agency	City of Brainerd	Local Project No.	17-12
Contractor	Landwehr Construction, Inc.	Contract No.	17-12
Address/City/State/Zip	PO Box 1086 846 South 33rd Street / St. Cloud / MN / 56302		
Total Change Order Amount		\$3,223.31	

Issue: The Engineer has determined that due to the adjacent trail access and business traffic adjacent to the Wright Street closure, additional traffic control materials are required to provide for a safe construction site. No additional calendar days will be added to the contract for this work.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
	2563.601	TRAFFIC CONTROL	LS	\$13,000.00	0.2479	\$3,223.31
Net Change this Change Order						\$3,223.31

****Group/funding category is required for federal aid projects**

Project Engineer 
Print Name: Jessie Lawrence Dehn

Date: 7/2/2025
Phone: 218-454-3411

Contractor: [2#first_last#6]
Print Name: [2#first_last#5]

Date: [2#obtained#7]
Phone: [2#phone#4]

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for:

_____ Federal Funding _____ State Aid Funding _____ Local/Other Funds

District State Aid Engineer: _____ Date: _____



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Plans and Authorize Advertisement - M Street Outfall Repair Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this request are the plans and Engineer's Estimate for the M Street Outfall Repair Project adjacent to the Evergreen Cemetery. Staff is requesting approval and authorization to advertise the project for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The project also includes repair and correction to the M Street Outfall by extending the storm pipe from its existing end to near the riverbank. This will prevent further scouring of the current outfall area adjacent to the sanitary sewer main. As directed by the Council, the project also includes reinstatement of the BIC fence segment, including some filling and grading corrections necessary to provide the ability for appropriate concrete footings as were in place prior. These plans and repairs were discussed with Mike Higgins and received his support of the intended scope of work.

The current estimate, including engineering costs and contingency, is a total of \$169,420. WSB is currently working with MnDNR and USACE to obtain the necessary permitting required for the new outfall location at the riverbank.

RECOMMENDED ACTION/MOTION: Staff recommends approving plans and authorizing advertisement for bids for the M Street Outfall Repair Project.

FINANCIAL IMPACT: N/A

EXISTING PLAN SYMBOLS

PROPERTY LINES/RIGHT-OF-WAY	---
UTILITY EASEMENT	----
TREE LINE	~~~~~
SIGN	+
DECIDUOUS TREE	⊗
SHRUB	⊗
CONIFEROUS TREE	✕

EXISTING UTILITY SYMBOLS

FIBER OPTIC LINE	— F —
GAS LINE	— G —
COMMUNICATION LINE	— C —
ELECTRIC POWER LINE	— E —
WATER MAIN	— I —
SANITARY SEWER	— > —
STORM SEWER	— >> —
COMMUNICATIONS PEDESTAL	⊞
POWER POLE	⊞
ELECTRIC BOX	⊞
CATCH BASIN	⊞
STORM APRON	⊞
STORM SEWER MANHOLE	⊞
GATE VALVE	⊞
HYDRANT	⊞
SANITARY SEWER MANHOLE	⊞

M STREET STORM SEWER OUTFALL REPAIR

CITY OF BRAINERD

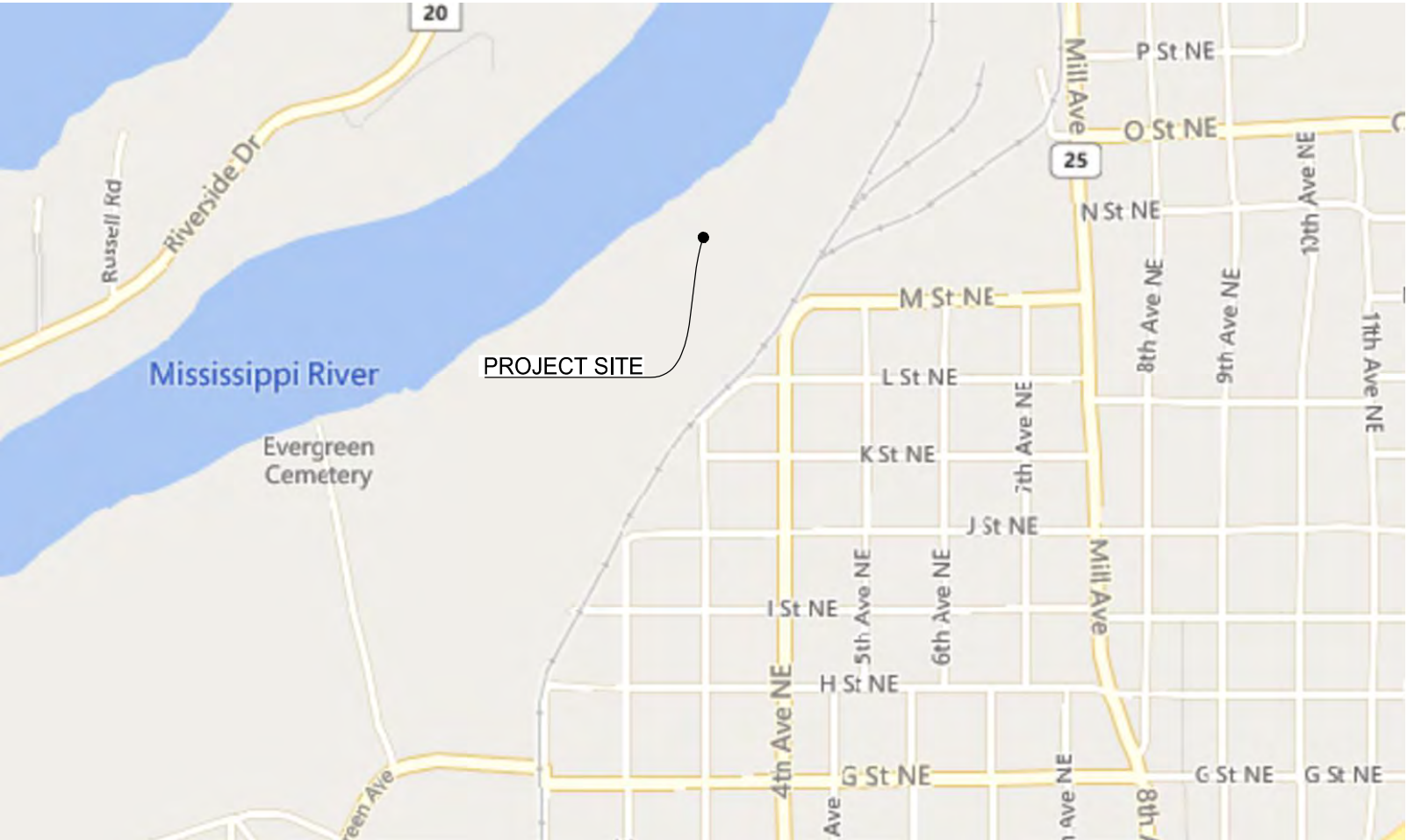
GOVERNING SPECIFICATIONS

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

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	ACCESS ROUTE PLAN
3	MISCELLANEOUS DETAILS
4	EXISTING CONDITIONS & REMOVALS PLAN



THIS PLAN SET CONTAINS 4 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF BRAINERD
501 LAUREL STREET
BRAINERD, MN 56401
218.828.2307

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN 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.

Laura G. Rescorla
LAURA G. RESCORLA, P.E.

DATE: 06/26/2025

LICENSE NUMBER: 58716

EXCAVATION NOTICE SYSTEM

A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.

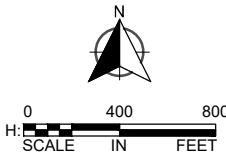


PROJECT LOCATION
COUNTY: CROW WING

PROJECT LOCATION MAP

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

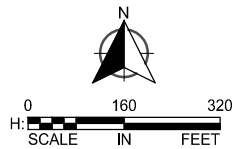


PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

CLIENT PROJ. NO. IMPROVEMENT 24-08
WSB PROJ. NO. 028187-000

SHEET
1
OF
4

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--- ACCESS ROUTE WITH STABILIZED CONSTRUCTION ENTRANCE

ACCESS NOTES

1. COORDINATE WITH STREETS DEPARTMENT TO OBTAIN A KEY FOR THE GATE NEAR EVERGREEN AVENUE.
2. COORDINATE MAINTENANCE/HAULING ACTIVITIES WITH CEMETERY. SCHEDULE AND TIMING ACCOMMODATIONS MAY NEED TO BE MADE TO LIMIT CONSTRUCTION ACTIVITY DURING FUNERAL SERVICES.
3. HISTORICALLY, THERE HAVE BEEN SOME ENCAMPMENTS IN THIS AREA. COORDINATE WITH POLICE DEPARTMENT IF PEOPLE ARE ENCOUNTERED SHELTERING IN THE WOODS.



SCALE: AS SHOWN
PLAN BY: CKJ
DESIGN BY: LGR
CHECK BY: JHN

REVISIONS	
NO.	DESCRIPTION

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

Laura G. Rescorla
LAURA G. RESCORLA, P.E.
DATE: 06/26/2025 LIC. NO: 58716

ACCESS ROUTE PLAN

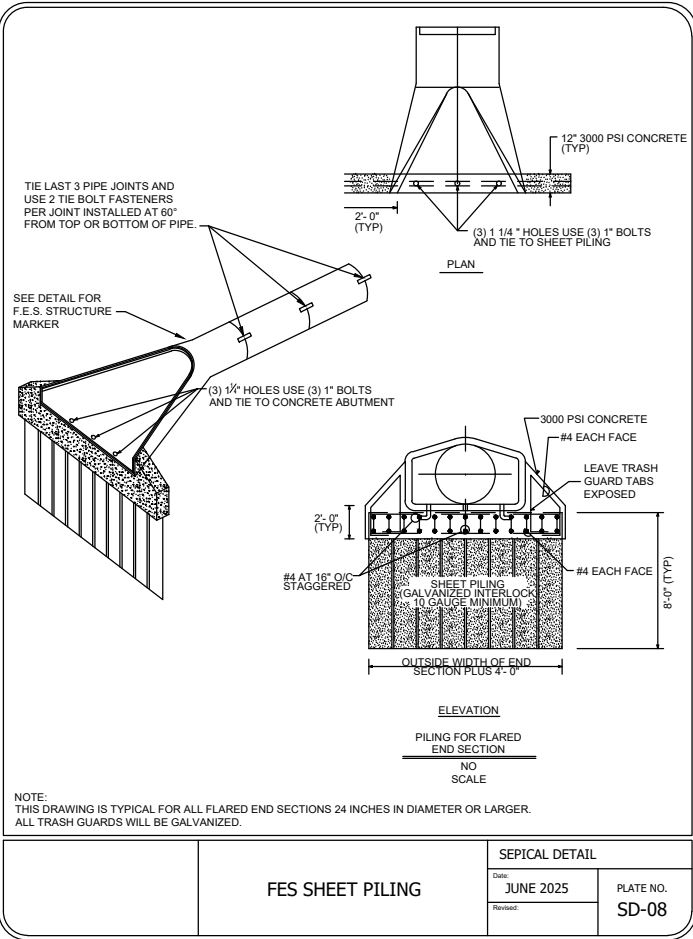
M STREET STORM SEWER OUTFALL REPAIR
CITY OF BRAINERD

CLIENT PROJECT NO.
IMPROVEMENT 24-08

WSB PROJECT NO.
028470-000

SHEET

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SCALE: AS SHOWN
PLAN BY: CKJ

DESIGN BY: LGR
CHECK BY: JHN

REVISIONS	
NO.	DESCRIPTION

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



LAURA G. RESCORLA, P.E.

DATE: 06/26/2025 LIC. NO.: 58716

MISCELLANEOUS DETAILS

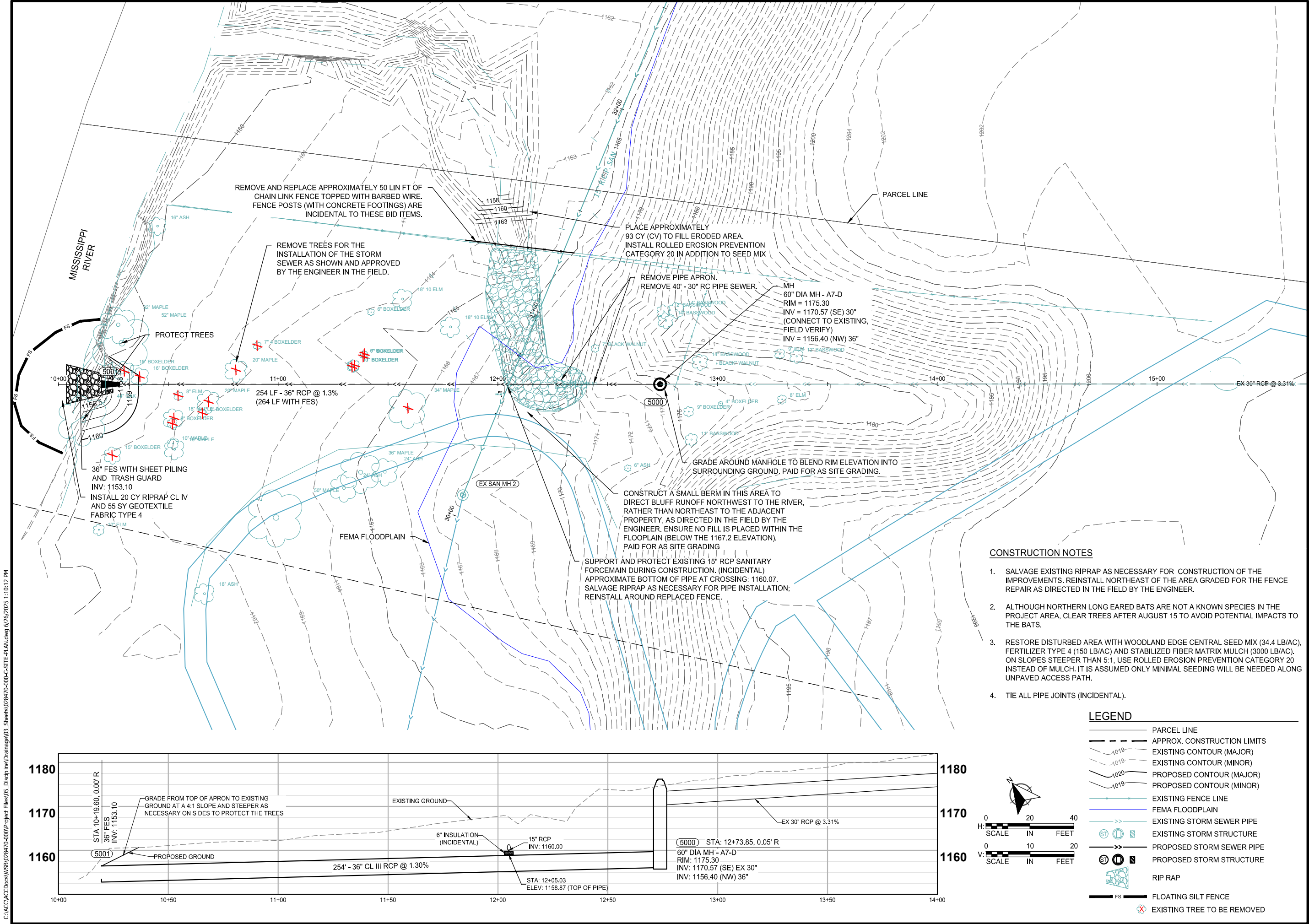
M STREET STORM SEWER OUTFALL REPAIR
CITY OF BRAINERD

CLIENT PROJECT NO.
IMPROVEMENT 24-08

WSB PROJECT NO.
028470-000

SHEET

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wsb

SCALE: AS SHOWN
PLAN BY: CKJ

DESIGN BY: LGR
CHECK BY: JHN

REVISIONS

NO.	DATE	DESCRIPTION

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

LAURA G. RESCORLA, P.E.
DATE: 06/26/2025 LIC. NO.: 58716

SITE PLAN

M STREET STORM SEWER OUTFALL REPAIR
CITY OF BRAINERD

CLIENT PROJECT NO.
IMPROVEMENT 24-08

WSB PROJECT NO.
028470-000

SHEET
4 OF 4
Page 178 of 330

OPINION OF PROBABLE COST

WSB Project: M STREET STORM SEWER OUTFALL REPAIR
Project Location: CITY OF BRAINERD, MN
WSB Project No: 028470-000

Design By: LGR
Checked By: JHN
Date: 6/27/2025

Item No.	MnDOT Spec. No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
1	2021.501	MOBILIZATION	L S	1	\$10,000.00	\$10,000.00
2	2101.502	CLEARING	EACH	15	\$550.00	\$8,250.00
3	2101.502	GRUBBING	EACH	15	\$300.00	\$4,500.00
4	2104.503	REMOVE CHAIN LINK FENCE	LF	50	\$15.00	\$750.00
5	2104.503	REMOVE SEWER PIPE (STORM)	LF	40	\$30.00	\$1,200.00
6	2104.502	REMOVE PIPE APRON	EACH	1	\$500.00	\$500.00
7	2104.601	SALVAGE & INSTALL RANDOM RIPRAP	L S	1	\$1,500.00	\$1,500.00
8	2106.507	COMMON EMBANKMENT (CV)	C Y	93	\$40.00	\$3,720.00
9	2106.601	SITE GRADING	L S	1	\$3,500.00	\$3,500.00
10	2501.502	36" RC PIPE APRON	EACH	1	\$10,000.00	\$10,000.00
11	2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	1	\$3,000.00	\$3,000.00
12	2503.503	36" RC PIPE SEWER DESIGN 3006 CL III	LF	254	\$225.00	\$57,150.00
13	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$1,000.00	\$1,000.00
14	2506.502	CASTING ASSEMBLY	EACH	1	\$1,000.00	\$1,000.00
15	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LF	18	\$1,200.00	\$21,600.00
16	2511.507	RANDOM RIPRAP CLASS IV (FIELDSTONE)	C Y	20	\$150.00	\$3,000.00
17	2557.603	INSTALL CHAIN LINK FENCE	LF	50	\$125.00	\$6,250.00
18	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	1	\$1,500.00	\$1,500.00
19	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	100	\$40.00	\$4,000.00
20	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	670	\$5.00	\$3,350.00
21	2575.505	SEEDING	ACRE	0.7	\$10,000.00	\$7,000.00
22	2575.608	SEED WOODLAND EDGE CENTRAL	LB	25	\$50.00	\$1,250.00
					Subtotal	\$154,020.00
					+ 10% Contingencies	\$15,400.00
					Project Total	\$169,420.00



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Proposal for Sanitary Sewer Lateral Locating Service - SE Brainerd Reconstruction Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this item is a proposal from GPRS to perform sanitary sewer service lateral locating services for the 2025 reconstruction project in SE Brainerd. As part of the planned reconstruction project next year, staff is designing for replacement of the sanitary sewer main and service lines. Unfortunately, the sewer main is mostly 1929 and older vintage, and thus many of the services come into the main from straight above. This prohibits the sewer camera from knowing where the service line is supposed to be heading (which property in which it belongs). Without this information, staff is unable to include this in the design. We can include items such as exploratory digging and addressing this "as things progress along". However, this typically leads to lower efficiency and higher costs for the City. There are approximately 50 service lines planned for replacement on 2025's Southeast Brainerd Reconstruction Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff reached out to a couple vendors to provide proposals for the locating work. There are only a few as this is more specialty work. Only one vendor responded with a proposal, which is attached. The proposal received was from GPRS in the amount of \$12,105. They are proposing to locate the service lines using GPS and camera tools, and provide a report to the Engineering staff that we can utilize in our designs for the construction project.

RECOMMENDED ACTION/MOTION: Staff is recommending approval of the proposal from GPRS for sewer lateral locating in the amount of \$12,105.

FINANCIAL IMPACT: \$12,105

PROPOSAL



GPRS is the nation's premier company specializing in the detection of underground utilities and underground storage tanks, video pipe inspection, leak detection and the imaging of concrete structures. Our services enable your projects to stay safe, on time and on budget.

**SIM-CERTIFIED FIELD STAFF**

Our SIM-Certified Project Managers are equipped with the latest technology, industry leading training and a methodology that has produced over 99.8% accuracy on over 300,000 projects. Visit SIMSPEC.ORG today for details.

**NATIONWIDE FOOTPRINT**

GPRS is the largest company of our kind. With highly trained Project Managers across America we can provide rapid response to your job site — wherever it may be located.

**CONSULTATIVE APPROACH**

GPRS Project Managers are trained to help you remove barriers that could impact your project being safe, on time and on budget. They provide industry-leading deliverables such as CAD, 3D drawings, NASSCO reports, and a .KMZ and .PDF map is included with every utility locating project which accelerates planning, organizes operations and increases communication.



**VISUALIZING
THE BUILT WORLD™**
//////// ABOVE AND BELOW GROUND

June 19, 2025

Client: City of Brainerd

Project Address: 1515 Oak Street Brainerd, MN 56401

Quote Number: GPRSQUOTE-211924

GPRS Opportunity Name/Number: City of Brainerd 50 Lateral VPI project
411089

Submitted By:

Matt Fekelman

To schedule, please email:
minnesotainfo@gprsinc.com

GPRS appreciates the opportunity to provide this proposal. We encourage you to visit our website (www.gprsinc.com) and contact any of the numerous references listed. Our insurance certificate and W-9 can also be downloaded [here](#). Please feel free to contact us if you have any questions or need additional information. Visit [here](#) for an overview of our industry-leading best practices.

SCOPE OF WORK

VPI Lateral Launch Inspection: We understand the scope of work on this project is to use a VPI lateral launch system to determine the condition and locate the sewer lines in or near the designated work areas. The laterals to be inspected and their diameters are: 50, 2" or greater. GPRS can perform CCTV surveys on laterals as long as there is adequate access to insert the equipment into the pipes. Along with video, a NASSCO-certified report can be generated for each lateral inspected. Obstructions/hazards which block the pipe will impede our ability to inspect it. The customer has agreed that all mainline/lateral lines will be clear and accessible upon our arrival at the job site. We expect that the pipes made accessible to GPRS will be ready for inspection. GPRS will invoice for the total proposal amount should there be any obstructions/hazards that prevent us from inspecting the entirety of each lateral. Please visit www.simspec.org for an overview of our industry-leading best practices that will be applied to this project.

- GPRS is not responsible for housekeeping. Any debris, equipment, or other obstructions in the area at the time of scanning could potentially block out needed data.
- A thorough utility search can only be completed if GPRS is given access to all utility structures, interior and exterior. This service is never a replacement for the use of the state One Call system (811).
- All of our technicians have OSHA-10 safety training or greater. Site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.
- Additional charges will be incurred for any delays due to site or other access restrictions. This quote is based on limited information available at the time of request. Pricing is subject to change. We will bill in full for attempted line inspections.
- Access to all manholes, or inlets must be easily accessed with standard manhole hook or hand tools. Excessive standby time, inefficient access (no access to manholes or mainlines) or additional scope leading to additional time on site may lead to additional fees. If any manholes need to be accessed by the operator, all safety and precautionary equipment must be in place to do so, GPRS will not provide such equipment (GPRS does suspect the need to access any structures). Should there be an obstruction/hazard within a pipe segment, GPRS will completely remove the crawler from one end and attempt to crawl from the opposite end of the pipe.
- Coordination between client and site owner for areas to be cordon off/blocked/redirect for traffic should be laid out prior to GPRS mobilization. GPRS can advise on this plan. This will be for safety and prevent possible delays for the progression of locating. Any site delays outside of GPRS's control may incur additional costs for downtime.

EQUIPMENT

- **Electromagnetic Pipe Locator.** This receiver can passively detect the signals from live AC power or radio signals traveling along some conductive utilities. Operators can connect a transmitter directly to accessible metallic pipes, risers, or tracer wires to generate a current at a specific frequency. The receiver can then detect the resulting signal along the pipe or tracer wire. Various factors may impact this device's effectiveness, including (but not limited to) access to the utility, conductivity, grounding, and interference from other utilities. The depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)
- **GPS.** This handheld unit offers accuracy down to 4 inches; however, the accuracy achieved will depend on the satellite environment at the time of collection and is not considered survey-grade. Features can be collected as points, lines, or areas and then exported as a KML/KMZ or overlaid on a CAD drawing. For more information, please visit: [Link](#)

- **Lateral Launch Crawler Camera.** The VPI Lateral Launch Crawler Camera can inspect sewer lines with a diameter of 6" or more. It can traverse up to 500' into the main line. This device uses a push rod to launch up to 100' into lateral pipes 4" or greater in diameter. The camera's head can pan and tilt 360 degrees to inspect the walls of mains and laterals. Extensions can be attached to the crawler to launch the push rod into larger laterals. If we cannot insert a camera into a lateral, we will mark the location at the main. To obtain optimal results, GPRS must travel upstream in the main, and we recommend that the client cleans the lines before we arrive on site. Operating in cleaned pipes increases our potential to make it through the entire line and reduces the possibility of additional charges incurred due to increased time on site or remobilizations. If debris on the lens prevents the camera from collecting video, GPRS' labor rates will still be applied. Removing the camera to clean the lens after a launch attempt will lead to increased charges due to the extra time needed and may require a change order to be issued. The client must provide safe access to confined spaces such as manholes. GPRS can provide video and photos of the pipe's interior along with NASSCO-certified annotations of all pipe features; however, GPRS cannot make judgments regarding the integrity of the pipes. For more information, please visit: [Link](#)
- **Sonde.** The sonde can be used in conjunction with the robotic crawler camera or connected to the end of the traceable rodder and pushed through an accessible pipe. GPRS will use a sonde transmitting a signal at 512Hz, 33KHz, or 8KHz depending on the conditions of your project. The sonde signal can pass through cast-iron or non-metallic pipes and be detected at depths of up to 10'-15' depending on the conditions. The signal can then be located from the surface using the EM pipe locator. For more information, please visit [Link](#)

PROJECT COSTS

SERVICE	DESCRIPTION
FIELD SERVICES	Described on Page 2
JOB SUMMARY REPORT	PDF including a brief description of equipment used, findings, limitations, and site photos sent at the conclusion of every job.
MOBILIZATION	
TOTAL	\$12,105.00
OPTIONAL SERVICES (INITIAL IF DESIRED)	
NASSCO Report	NASSCO-certified reports of any features found inside the pipe(s), in addition to the basic summary report that is included with every job. Initial ____ \$1750

GENERAL TERMS & CONDITIONS

This proposal is subject to the General Terms and Conditions for Services of Ground Penetrating Radar Systems, LLC posted at [Link](#) (the "Terms and Conditions") and is hereby incorporated by reference into and made a part of this proposal. Customer acknowledges it has read and agrees to be bound by such Terms and Conditions. In the event of any conflict between the terms of this proposal and the Terms and Conditions, the Terms and Conditions will prevail. Customer also acknowledges that Ground Penetrating Radar Systems, LLC may, from time to time and at its discretion, modify the Terms and Conditions and Customer agrees to be bound by such Terms and Conditions as modified.

1. Customer agrees to meet and perform all requirements described in this document and has fully read and understands all items listed within this document.
2. It is the customer's responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, removing and keeping these areas clear and free of obstructions. Delays caused by customer's failure to do so may result in an increased price.
3. GPRS does not conduct an investigation, analysis, or interpretation of soil composition, soil/concrete conditions, or geophysical, geological, engineering, or land surveying information. The customer acknowledges understanding that we are merely reporting retrieved data and that we do NOT provide geophysical, geological, engineering, or land surveying services. Customer should contact a professional in those fields if such services are needed. Data collected during may only be suitable for use within the scope of this proposal.
4. If any work to be performed is within a road or street, unless specifically included by GPRS within this proposal, it is the customer's responsibility to provide adequate traffic control to allow GPRS' personnel to safely and efficiently work in the road/street.
5. Time-on-site in excess of 8-hours will be billed at overtime rates.
6. This price assumes that we will be given access to perform the work during normal, weekday business hours. Work performed outside of 6am-5pm Monday-Friday will be billed at overtime rates.
7. These rates assume that there are no certified payroll or prevailing wage requirements for this work. If GPRS receives notice that any of these conditions exist, there will be additional costs.
8. If this proposal is not accepted within 90 days of June 19, 2025, then the pricing may be subject to review.
9. If for some reason the technician arrives on site and the work is cancelled there will be a charge of \$1105 per requested technician.
10. If your project is in WV, SD, NM, or HI: State sales tax is not included in the total on this proposal, but will be included on the invoice.
11. Payment Terms are Net 30; or as specified if a current Master Service Agreement is in place.

ACCEPTED AND AGREED

Print Name: _____ Signature: _____ Date: _____

Company Phone/Email: _____ PO #: _____ Job #: _____



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Selection of Flag Display on City Water Tower for 2026

AGENDA: SPW Committee

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 Minutes

SUMMARY OF ISSUE: Water Tower Flags to be flown in 2026

- Two (2) American Flags
- One (1) POW/MIA Flag

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff seeks direction from the board on which flag combination to approve for display on the water tower in 2026.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Renewal of Contract with CLC for PEG Channel Operations

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Shawn Strong, Technology Director **DEPARTMENT:** Technology

PRESENTER: Shawn Strong, Technology Director **ESTIMATED TIME (MIN):** 5 min

SUMMARY OF ISSUE: Renewal of contract with Central Lakes College (CLC) to manage the PEG cable channel and staff city meetings for recording/broadcasting purposes. Renewal term is three years: 7/1/2025 - 6/30/2028. Notable changes include adding PUC and HRA to meetings covered (1C), removed mention of Cable TV advisory committee (1J), and added a \$150 deduction for meetings that CLC is not able to staff (3a). Contract with revisions attached.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Staff recommends approval of a three year contract renewal with Central Lakes College for PEG channel management and staffing of city meetings.

FINANCIAL IMPACT: Contract renewal continues the annual payment of 50% of cable franchise fees to CLC, but the City will deduct \$150 from the payment for any meetings that CLC is not able to staff.



INCOME CONTRACT

This contract is by and between The City of Brainerd, ~~501 Laurel Street, Brainerd MN 56401~~ (hereinafter CITY) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Central Lakes College (hereinafter MINNESOTA STATE).

WHEREAS, the CITY has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** MINNESOTA STATE agrees to provide the following:
 - a. Provide a ~~half-time~~ MINNESOTA STATE staff position (~~Station Manager~~) that will be responsible for overseeing the operations of the PEG channel broadcasts. This position will coordinate filming/recording/streaming of City meetings and events and schedule them to be played on the PEG Channel.
 - b. Provide a secure physical location, rack space, internet connection, and electricity for the CableCast equipment.
 - c. MINNESOTA STATE staff or students ~~or staff~~ will provide labor ~~from the MINNESOTA STATE Videography Program~~ to produce professional level broadcasts/recordings and attend the following City of Brainerd meetings/events:
 - City Council including Committee meetings – Safety & Public Works and Personnel & Finance (1st, 3rd Mondays each month at about 6:30 PM)
 - Park Board (4th Tuesday each month at 4:00 PM)
 - Planning Commission (3rd Wednesday each month at 6:00 PM)
 - Economic Development Authority (EDA) (1st Thursday each month at 7:30 AM)
 - Transportation Advisory Committee (Quarterly - Feb, May, Aug, Nov - usually 3rd Thursday at 3pm)
 - Public Utilities Commission (Last Tuesday of each month at 9:00 AM)
 - Housing and Redevelopment Authority (HRA) (4th Wednesday of each month at 1:00 PM)

- Other city meetings/events as mutually agreed upon. There are occasionally special meetings which are in addition to the regular scheduled meeting above.
 - Meeting dates that fall on holidays are generally moved to the next weekday.
- d. Oversee operations and coordinate scheduling of video content on the CableCast system. Only City of Brainerd meetings/events and [MINNESOTA STATE/Central Lakes College](#) video content shall be broadcast on the system. Other entities requesting content to be broadcast shall be reviewed and mutually agreed upon in writing by the ~~CITY~~[City of Brainerd](#) and ~~MINNESOTA STATE/Central Lakes College~~. There shall be a documented agreement with other entities which outlines type of content, scheduling frequency, and the financial contribution the other entity will pay.
 - e. Maintain video communication circuits between MINNESOTA STATE Brainerd campus and CTC and Charter/Spectrum Brainerd head-ends. These circuits will carry the video signal that the cable companies will broadcast on their system to their cable subscribers.
 - f. Coordinate with City personnel to provide training and remote access to the CableCast system.
 - g. Facilitate remote access to the CableCast system for vendors or technical support as needed.
 - h. Perform or coordinate updates of CableCast system software and hardware.
 - i. Document and share with city personnel the PEG channel standard operating procedures, processes, and system configurations.
 - ~~j. Participate in the City of Brainerd Cable TV advisory committee meetings as appropriate.~~

2. **DUTIES OF CITY.** The CITY agrees to provide the following:

- a. Purchase and supply all ~~initial~~ start-up and head-end equipment, software, network connections, and any other needs associated with this venture. CableCast head-end equipment will be located at Central Lakes College, Brainerd campus.
- b. Provide access to City buildings and computer/audio/video equipment to MINNESOTA STATE personnel for purposes of filming and recording of city meetings and other events for broadcast on the PEG channel.
- c. Provide personnel as a last resort to film/record city meetings in the event that MINNESOTA STATE personnel are not available. If MINNESOTA STATE personnel are not available, MINNESOTA STATE will notify the CITY within twenty-four hours. The CITY will then provide personnel to operate the PEG channel during the time that the MINNESOTA STATE personnel are unavailable.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the CITY as follows:

- CITY will provide 50% of the previous years' cable franchise fees received by the CITY from all of its cable franchisees to MINNESOTA STATE for staffing and operational expenses of the PEG channel. This amount will be invoiced to CITY on a yearly basis on the first of July of each year.
 - Other equipment or operational expenses may be invoiced to CITY on an ad-hoc basis. Both parties shall mutually agree to such expenses prior to purchase or commitment to provide services.
 - In the event that CITY personnel are needed to film/record a meeting due to MINNESOTA STATE personnel not being available, \$150.00 per meeting will be deducted from the subsequent yearly payment to MINNESOTA STATE.
- b. **Terms of Payment.** Payment shall be made by the CITY within 30 days of the date of the invoice presented.
4. **TERM OF CONTRACT.** This contract shall be effective on July 1, 202~~5~~², or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 202~~5~~⁸, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. **CANCELLATION.** If either Party breaches this Agreement, the non-breaching Party may provide written notice of such breach. The ~~non~~-breaching Party will have ninety (90) days to cure the breach to the non-breaching Party's satisfaction. If the breach is not cured to the non-breaching Party's satisfaction, this contract shall terminate at the end of the aforementioned cure period. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. MINNESOTA STATE will return funds to CITY, determined on a pro rata basis, if contract is cancelled prior to the end of the MINNESOTA STATE fiscal year. Upon cancellation, any hardware or software purchased with funds provided by the CITY will be returned to the CITY.
6. **AUTHORIZED REPRESENTATIVES.**
- a. The CITY'S Authorized Representative for the purposes of administration of this contract is:
- Name: ~~Nick Broyles~~Jennifer Bergman
Title: City Administrator
Address: 501 Laurel Street, Brainerd MN 56401
Telephone: 218-828-2307
E-Mail: ~~nbroyles@ci.brainerd.mn.us~~jbergman@ci.brainerd.mn.us
- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:
- Name: ~~Scott Streed~~Rebekah Kent Ehlebracht

Title: [Director of Technology Services/CIO](#)~~Dean of Brainerd Career & Technical Programs and Customized Training~~

Address: 501 W. College Dr, Brainerd, Minnesota 56401

Telephone: 218-855-8063~~7~~

E-Mail: [scott.streed](mailto:scott.streed@clcmn.edu)~~rebekah.kentehlebracht@clcmn.edu~~

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. **ASSIGNMENT.** Neither the CITY nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. **LIABILITY.** The CITY shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the CITY or CITY'S agents or employees. This clause shall not be construed to bar any legal remedies the CITY may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.
9. **INSURANCE.**
 - a. **Workers' Compensation Insurance:** Except as provided below, CITY must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
 - \$100,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts CITY from Workers' Compensation insurance or if the CITY has no employees in the State of Minnesota, CITY must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CITY from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.
 - b. **Commercial General Liability Insurance:** CITY is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the CITY or by

a subcontractor or by anyone directly or indirectly employed by the CITY under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
State of Minnesota named as an Additional Insured

10. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The CITY is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
11. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
12. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CITY and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CITY in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CITY or MINNESOTA STATE.

JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Crow Wing County, Minnesota or Ramsey County, Minnesota.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CITY relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. **OTHER PROVISIONS.** (Attach additional page(s) if necessary):

NONE

The rest of this page intentionally left blank. Signature page to follow.

DRAFT

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,
Central Lakes College**

By (authorized signature and printed name) Hara Charlier
Title President
Date

2. CITY: The City of Brainerd

CITY certifies that the appropriate person(s) have executed the contract on behalf of CITY as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name) Mike O'Day Kelly Bevans
Title City Council President
Date

By (authorized signature and printed name) Dave Badeaux
Title City of Brainerd Mayor
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) Kari Christiansen
Title Vice President of Administrative Services
Date



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Consider Request from the Employee Wellness Committee for the Employee Appreciation Event

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Employee Wellness Committee

DEPARTMENT: Administration

PRESENTER: Shawn Middagh

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: The Employee Wellness Committee is requesting City operations close for 2 hours from 11:30am to 1:30 pm on October 2nd to conduct the annual Employee Appreciation Event at the Public Works Building. On-call services will not be affected and will be conducted as usual. The event will include lunch (Shawn's Famous BBQ) and an award presentation, including Employee Years of Service. The entire event is funded by the Wellness Program through grant funding earned through employee participation in the Wellness Program.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The committee requested a 2 hour closure in 2024. The timing seemed to work much better than the previous time of 1.5 hours.

RECOMMENDED ACTION/MOTION: Motion to close City offices from 11:30 am to 1:30 pm on October 2nd for the Employee Appreciation Event at Public Works Building.

FINANCIAL IMPACT: None



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Revised MOU Allowing IBEW Employees to Work at Hydro Facility

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: After the United Steel Workers (USW) Union contract settlement earlier this year, the IBEW Union did not agree to the Memorandum of Understanding (MOU) allowing IBEW employees to work at the Hydro facility - specifically regarding the rate of pay. Additional discussions took place and attached is a revised MOU that IBEW Union has agreed to. Staff has submitted the revised MOU to the USW Union for its consideration.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: When presented with the original MOU earlier this year, the IBEW Union countered that the IBEW employee should receive a Hydro Operator step increase each year of the MOU as he has been assigned almost exclusively at the Hydro facility since mid-2023. As an example, the Union requested to increase the rate of pay for the individual to receive Step 2 of the Hydro Operator rate in 2025, Step 3 in 2026, and Step 4 in 2027. Staff informed the IBEW Union of our concerns regarding the additional costs already incurred as IBEW Union members receive overtime after an 8-hour shift versus the USW Union members receive overtime after working 40 hours in a work week. The IBEW Union then countered that employees assigned to work at the Hydro site receive upgrade pay to the Hydro Operator I rate that was in place for 2024 - \$30.49, or their wage under the BPU CBA, whichever is greater. Since the 2025 proposed Hydro Operator wage is \$29.05 and IBEW Laborer Nick Moser has been paid \$30.49 for 2025 hours already worked at the Hydro facility, he would actually owe us money. Please note with his 8/1/25 step advancement, Nick Moser's Laborer wage will be \$30.97 per hour; therefore, his Laborer wage will exceed the Step 1 Hydro Operator wage.

RECOMMENDED ACTION/MOTION: Motion to approve the attached revised MOU allowing IBEW employees to work at the Hydro facility through December 31, 2027.

FINANCIAL IMPACT: Mr. Moser's wages for working at the Hydro facility are included in the 2025 Public Utilities Budget.

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, 2024 through December 31, 2026 (“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 Hydro Operator Step 1 rate that was in place for 2024 (\$30.49 per hour), or their wage under the IBEW CBA, 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 2024 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 December 31, 2027.
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: _____

Union Representative

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31**

Date: 6/27/2025

Win Kyles
Union Representative

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, 2024 through December 31, 2026 (“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, ~~C~~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 Hydro Operator Step 1 rate that was in place for 2024 (\$30.49 per hour), or their wage under the IBEW CBA, whichever is greater. 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 2024 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 December 31, 2027.
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.

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CITY OF BRAINERD

Date: _____

City Administrator

**UNITED STEEL WORKERS,
LOCAL NO. 9230 UNIT 09**

Date: _____

Union Representative

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31**

Date: _____

Union Representative



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Update Regarding MN Paid Family and Medical Leave and Ancillary Benefits

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: On April 7th, the Council authorized a Request for Proposals (RFP) process to obtain plan design proposals and pricing quotes for a private plan to administer Brainerd's Paid Family & Medical Leave (PFML). Our ancillary benefits broker, Integrity Benefits, conducted the RFP on behalf of 133 clients, including the City of Brainerd as well as numerous other city and county entities throughout Minnesota. Attached is Integrity's analysis of the proposals received with a comparison to the State-administered plan. Five companies responded to the RFP with MetLife submitting the most favorable proposal at a payroll premium rate of .79% compared to the State's rate of .88%. If elected, this rate was estimated to save the City and the Brainerd HRA approximately \$13,000 in premium. MetLife's proposal also includes rate guarantees for either one or two years dependent upon the City utilizing some of MetLife's other insurance products, such as Short-term Disability (STD), Long-term Disability (LTD), Life, Dental, or Supplemental Health.

In order to verify the City's eligibility for the rate guarantees, we are receiving proposals for our 2026 STD, LTD, Dental and Supplemental benefits to determine the best fit for the City. At this time, we received the 2026 STD proposal -- see attachment. Please note that STD premiums are fully-paid by the employee; further, that our STD plan design will drastically change for 2026 given that PFML is the first payer and STD will be primarily relevant for higher income earners (\$110K/yr+ range). Staff and Integrity Benefits recommend accepting MetLife's STD plan proposal effective 1/1/26.

The LTD RFP process is a separate agenda item for tonight's meeting realizing that the City might want to consider an alternative plan design for this employer-paid benefit given the 12-week PFML benefit duration (90 days) and our current LTD plan has a 180-day elimination period. Integrity Benefits will also conduct an RFP for dental and the supplemental benefits. We are not planning to conduct an RFP for our Life Insurance benefits at this time since it was conducted last year with a rate guarantee to 1/1/27.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: 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. 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. 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%. Additional information about PFML is attached from the League of MN Cities - FAQ #14 discusses the Private Plan option.

Please note this RFP process satisfied the requirements of MN Statute 471.6161 that the City must conduct an RFP process at least every five years for employer-paid group insurance benefits. When considering if we should conduct the RFP, the rationale was that Integrity Benefits has been working with insurance carriers who already administer private PFML plans in other states with the belief 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. In addition, there are general concerns if the State will be ready to administer PFML by January 1, 2026, and provide both the employee and employer with timely communication. The RFP also reflected 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.

Prior to 2026, Staff will continue to research and implement necessary policy and benefit revisions, educate staff regarding those revisions, and engage in union negotiations regarding the employee's portion of the PFML.

RECOMMENDED ACTION/MOTION: Motion to accept the Paid Family and Medical Leave private plan and Short-term Disability proposals from MetLife for benefits to be effective January 1, 2026.

FINANCIAL IMPACT: For comparison purposes, Integrity Benefits estimated that the City would realize a payroll premium savings of approximately \$12,000 by utilizing MetLife to administer our private PFML plan versus utilizing the State of MN plan. That estimate was based on 1st quarter 2025 wages utilized for the RFP process. Please note that the City will need to submit a \$500 filing fee to the State in order for Brainerd to utilize a private PFML plan in lieu of the State's plan.

Vendor List

PFML

Company	Response
Hartford	Received
Lincoln Financial	Received
Met Life	Received
NIS / Madison National	Received
New York Life	Received
Dearborn	Declined
Guardian	No Response
Kansas City Life	No Response
Mutual of Omaha	No Response
Principal	No Response
Prudential	No Response
Reliance	No Response
Sun Life	No Response
Symetra	No Response
The Standard	No Response
United Health Care	No Response
Unum	No Response
VOYA/ING	No Response

Paid Family and Medical Leave				
City of Brainerd	State of MN Plan	MetLife	New York Life	Madison National
Covered Monthly Payroll	\$1,196,955	\$1,196,955	\$1,196,955	\$1,196,955
Rate	0.88%	0.79%	0.88%	0.88%
Total Premium Per Month	\$10,533	\$9,456	\$10,533	\$10,533
Total Premium Per Year	\$126,398	\$113,471	\$126,398	\$126,398
Difference Per Year		(\$12,927)	\$0	\$0
Rate Guarantee	1 Year	2 Years*	2 Years	1 Year

Company	State of MN Plan	MetLife	New York Life	Madison National
Rate Guarantee Considerations Note: Current inforce coverage does count toward the coverage requirements	The premium rate will be set each year, based on how the program is running and best budgeting practices to keep the fund at a healthy level.	<u>*2 Year Rate Guarantee</u> Needs to be sold with two other fully insured products (STD, LTD, Life, Dental, or Supplemental Health) ¹ <u>Year Rate Guarantee</u> Needs to be sold with one other fully insured product (STD, LTD, Life, Dental, or Supplemental Health)	Needs to be sold with one disability product (STD, LTD)	Needs to be sold with one disability product (STD, LTD)
Plan Design	State PFML Plan	Match State PFML Plan	Match State PFML Plan	Match State PFML Plan
State Filing Fee	None	\$250 for groups 0-49, \$500 for groups 50-499, \$1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future	\$250 for groups 0-49, \$500 for groups 50-499, \$1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future	\$250 for groups 0-49, \$500 for groups 50-499, \$1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future
How many Private PFML cases do you currently in-force in other States (outside of MN)?	None	Over 3,000 PFML groups, awarded New Hampshire State plan administration contract	547 PFML Groups	None
What is the average PFML claim payment timeline once all needed information is submitted?	Unknown for MN. The turnaround time in other states has been about 60 days for payment.	Claims turnaround is 2 business days once all of the information has been gathered.	Claims turnaround is 7 business days once all of the information has been gathered.	Claims turnaround is 5 business days once all of the information has been gathered.
Integration with other lines of coverage	None	One claims examiner for all coverages (STD, LTD, Supplemental Health)	One claims examiner for all coverages (STD, LTD, Supplemental Health)	One claims examiner for all coverages (STD, LTD)
Ongoing Administration	Work directly with the State for service issues. 300 new employees, new systems and new processes.	Integrity will be your contact for service inquiries and advocacy. We have a dedicated MetLife service team for Integrity groups that that has yielded good results for other coverages.	Integrity will be your contact for service inquiries and advocacy.	Integrity will be your contact for service inquiries and advocacy.

Paid Family and Medical Leave			
City of Brainerd	State of MN Plan	Hartford	Lincoln Financial
Covered Monthly Payroll	\$1,196,955	\$1,196,955	\$1,196,955
Rate	0.88%	1.08%	1.21%
Total Premium Per Month	\$10,533	\$12,891	\$14,483
Total Premium Per Year	\$126,398	\$154,694	\$173,798
Difference Per Year		\$28,296	\$47,399
Rate Guarantee	1 Year	1 Year	2 Year

Company	State of MN Plan	Hartford	Lincoln Financial
Rate Guarantee Considerations Note: Current inforce coverage does count toward the coverage requirements	The premium rate will be set each year, based on how the program is running and best budgeting practices to keep the fund at a healthy level.	Needs to be sold with one other fully insured product (STD, LTD, Life, Dental, or Supplemental Health)	Needs to be sold with one other fully insured product (STD, LTD, Life, Dental, or Supplemental Health)
Plan Design	State PFML Plan	Match State PFML Plan	Match State PFML Plan
State Filing Fee	None	\$500 for groups 250-499, \$1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future	\$500 for groups 250-499, \$1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future
How many Private PFML cases do you currently in-force in other States (outside of MN)?	None	No provided	1,922 PFML Groups
What is the average PFML claim payment timeline once all needed information is submitted?	Unknown for MN. The turnaround time in other states has been about 60 days for payment.	Claims turnaround is 3 business days once all of the information has been gathered.	Claims turnaround is 3 business days once all of the information has been gathered.
Integration with other lines of coverage	None	One claims examiner for all coverages (STD, LTD, Supplemental Health)	One claims examiner for all coverages (STD, LTD, Supplemental Health)
Ongoing Administration	Work directly with the State for service issues. 300 new employees, new systems and new processes.	Integrity will be your contact for service inquiries and advocacy. We have established a service team through the Sourcwell relationship that has yielded good results.	Integrity will be your contact for service inquiries and advocacy. We have established a service team through the Sourcwell relationship that has yielded good results.

Voluntary Short Term Disability	MetLife	New York Life	Hartford	Madison National
AGE	Rate Per Mo./ \$10/Benefit	Rate Per Mo./ \$10/Benefit	Rate Per Mo./ \$10/Benefit	Rate Per Mo./ \$10/Benefit
Under 20	\$0.100	\$0.220	\$0.320	\$0.270
20-24	\$0.100	\$0.220	\$0.320	\$0.270
25-29	\$0.100	\$0.220	\$0.320	\$0.300
30-34	\$0.110	\$0.220	\$0.320	\$0.250
35-39	\$0.100	\$0.220	\$0.320	\$0.220
40-44	\$0.110	\$0.220	\$0.320	\$0.210
45-49	\$0.130	\$0.220	\$0.320	\$0.240
50-54	\$0.170	\$0.220	\$0.320	\$0.290
55-59	\$0.200	\$0.220	\$0.320	\$0.380
60-64	\$0.240	\$0.220	\$0.320	\$0.470
65-69	\$0.280	\$0.220	\$0.320	\$0.560
70+	\$0.280	\$0.220	\$0.320	\$0.560
Total Premium Per Year	\$2,304	\$3,168	\$4,608	\$4,824
\$ Difference Per Year	-	\$864	\$2,304	\$2,520
% Difference	-	38%	100%	109%
Rate Guarantee	2 years	2 years	2 years	1 Year

Contract Analysis				
Company	MetLife	New York Life	Hartford	Madison National
Weekly Max Benefit Amount	\$2,500	\$2,500	\$2,500	\$2,500
Benefit Percentage	70%	70%	70%	70%
Integration with PFML Benefits	Direct Offset	Direct Offset	Direct Offset	Direct Offset
Integration with PTO, Vacation and/or Sick Leave	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings
Elimination Period	7 Days Accident / 7 Days Illness	7 Days Accident / 7 Days Illness	7 Days Accident / 7 Days Illness	7 Days Accident / 7 Days Illness
Benefit Duration	12 weeks from benefit start date	12 weeks from benefit start date	12 weeks from benefit start date	12 weeks from benefit start date
Contribution Status	Voluntary - Employee Paid	Voluntary - Employee Paid	Voluntary - Employee Paid	Voluntary - Employee Paid
Partial Disability Benefit	20% Loss of Income	20% Loss of Income	20% Loss of Income	20% Loss of Income
Pre-existing Condition	3/12	3/12	3/12	12/12
Health History Requirement	Health history is not required for newly eligible, family status change and annual enrollment. Election is subject to pre ex.	One-Time Open Enrollment is offered, with a 3/12 pre-ex condition applied to all participants.	Health history is not required for newly eligible, family status change and annual enrollment. Election is subject to pre ex.	Health history is not required for newly eligible, and annual enrollment. Annual Enrollment Election has a \$700 Guarantee Issue and is subject to 12/12 pre ex
Minimum Participation Requirement	None	None	10%	Greater of 10 lives or 20%

Minnesota Paid Leave Law

Published: May 25, 2023

Updated June 12, 2025

Get answers to frequently asked questions (FAQs) about the Minnesota Paid Leave law, also known as the Minnesota Paid Family and Medical Leave law.

A new Minnesota law will create a state-administered mandatory paid family and medical leave insurance program beginning Jan. 1, 2026. Minnesota will be the 13th state to launch a statewide paid leave program.

- The program will provide job protections and partial wage replacement per benefit year up to a maximum of 20 weeks for family and medical leave funded through a payroll tax applied to all employers. For each program leave type (broadly categorized as family/caregiving leave and medical leave) an employee can take 12 weeks of leave, up to a combined total of 20 weeks under the program. For more information on the types of leave the law provides for [see Q3](#)).
- The program will be administered by the Minnesota Department of Employment and Economic Development (DEED).

[Read more about the new law](#)

The following frequently asked questions (FAQs) aim to provide information to cities on the new law. The League will update this information as necessary.

Get answers to FAQs regarding the new Minnesota Paid Leave law

[Q1. Are all cities covered by this new law and when does it become effective?](#) *(Updated June 12, 2025)*

[Q2. Which employees are covered by this new law and which are exempted?](#) *(Updated June 12, 2025)*

[Q3. What paid leave benefits will employees receive under this new state plan?](#) *(Updated June 12, 2025)*

[Q4. What job protections does this law provide to employees?](#)

[Q5. How much will this new program cost and how is it funded?](#) *(Updated June 12, 2025)*

[Q6. Will there be annual cost increases?](#) *(Updated Feb. 27, 2025)*

[Q7. Is there a “reimbursement employer” public sector option available, similar to unemployment compensation?](#) *(Updated June 12, 2025)*

Q8. What is the role of the city in administering this program? (Updated June 12, 2025)

Q9. How will we find out if an employee has applied for this benefit and been approved?
(Updated June 12, 2025)

Q10. How does intermittent leave work? (Updated June 12, 2025)

Q11. Can the employer require proof of the need for the leave? (Updated June 12, 2025)

Q12. Does this run concurrently with federal and state family and medical leave programs?
(Updated June 12, 2025)

Q13. How does this new law interact with the new law on earned sick and safe time (ESST)?
(Updated June 12, 2025)

Q14. How can the city apply for an exemption from this program — i.e., establish a “private plan?” (Updated June 12, 2025)

Q15. Can the city require employees to use other paid leave to supplement the Minnesota Paid Leave program benefits? (Updated June 12, 2025)

Q16. Can the city require the employee to use city leave first before accessing this program?
(Updated Dec. 30, 2024)

Q17. How will this impact collective bargaining agreements (CBAs)? (Updated Oct. 8, 2024)

Q18. What if the employee is using workers’ compensation benefits; can they use this leave in addition to that? (Updated Oct. 8, 2024)

Q19. Does the city have to continue its contribution to health insurance while an employee is on this leave?

Q20. How does this program impact short-term disability and long-term disability benefits we currently provide to employees? (Updated June 12, 2025)

Q21. What if we allow the employee to supplement the benefit by taking paid leave in addition to the leave under this program; can the employee exceed their normal wages? (Updated Oct. 8, 2024)

Q22. What should our city do to prepare for this new law, now and in preparation for Jan. 1, 2026? (Updated June 12, 2025)

Q23. Will the state paid leave/wages that employees receive under the new family and medical leave state program administered by DEED be subject to PERA withholding? (Updated June 12, 2025)

Q24. How will premiums be treated on an employee’s W-2? (Added June 12, 2025)

Q1. Are all cities covered by this new law and when does it become effective?

A1. Yes, all cities are covered, including joint powers entities, however premiums will vary depending on city size. The paid family and medical leave coverage and premiums do not begin until Jan. 1, 2026; however, there are some actions employers should take now to prepare ([see Q8](#)).

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Q2. Which employees are covered by this new law and which are exempted?

A2. Self-employed individuals and contractors are not covered by the law but as of 2025 they can opt into coverage for paid leave benefits beginning on Jan. 1, 2026. All other city employees are likely to be covered.

Minnesota Paid Leave law defines Minnesota employees as:

- Employees who worked 50% or more of the prior year in Minnesota.
- For employees who performed some work in Minnesota but did not work 50% or more of the year in Minnesota or any one state, coverage applies if they live in Minnesota during 50% or more of the calendar year.

As the definition reflects, there is no specific exemption for part-time employees, paid on-call firefighters, or elected officials. However, the city should consult with their city attorney to decide whether these paid on-call firefighters or elected official positions would be considered “employees” of the city for the purpose of this law.

Applicants are ineligible for Minnesota Paid Leave benefits for any portion of a typical workweek for which they are incarcerated or are receiving or have received unemployment insurance benefits.

In 2024, the Legislature added a seasonal employee exception for those “who are employed no more than 150 days during any consecutive 52-week period in **hospitality** by an employer whose average receipts during any six months of the preceding calendar year were not more than 44% of the average receipts for the other six months of year.” While some city golf restaurants may fall under this exception, under the current law and guidance, other nonfood oriented seasonal positions may not fall under this narrow exception. Thus, full time, part time, temporary, and most seasonal workers are covered and subject to Minnesota Paid Leave. DEED is in a rulemaking process and may provide additional guidance.

To receive benefits under this new law, the employee must have wage credits of at least 5.3% of the state’s average annual wage (SAAW) rounded down to the next lower \$100. For 2024, the state reported this threshold at \$3,700.

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Q3. What paid leave benefits will employees receive under this new state plan?

A3. The law provides paid family and medical leave to employees who apply for the benefits and meet eligibility requirements.

The following types of leave qualify under state law are similar to, but not an exact match, to the federal Family and Medical Leave Act (FMLA). Due to the differences between FMLA and Minnesota Paid Leave, an employee may qualify for paid leave, even if they do not qualify for FMLA leave. Employer policies can require that leave taken under paid leave runs concurrently with leave taken for the same purpose under FMLA.

- Bonding after birth, adoption, or foster parenting.
- A “qualifying exigency,” such as a need associated with a military member’s active-duty service or has been notified of an impending call or order to active duty in the Armed Forces.

- Safety leave, which is leave from work because of domestic abuse, sexual assault, or stalking when the leave is associated with seeking medical, victim services, psychological, or legal assistance, as well as relocation due to the event.
- A serious health condition of self or family member.

A family member is defined as:

- A spouse or domestic partner.
- A child, including a biological, adopted, or foster child, a stepchild, a child of a domestic partner, or a child to whom the applicant stands in loco parentis, is a legal guardian, or is a de facto custodian.
- A parent or legal guardian of the applicant.
- A sibling.
- A grandchild.
- A grandparent or spouse's grandparent.
- A son-in-law or daughter-in-law.
- An individual who has a personal relationship with the applicant that creates an expectation and reliance that the applicant care for the individual without compensation, whether or not the applicant and the individual reside together.

Except for benefits for bonding leave, the state law will limit the paid family and medical leave benefits to those certified by a health care provider or designated professional and with a single qualifying event of at least seven days duration, which must be consecutive unless the leave is intermittent ([see Q10 for more information on intermittent leave](#)). This seven-day waiting period is not an unpaid period for Minnesota Paid Leave for leaves due to family care, medical care related to pregnancy, serious health condition, qualifying exigency, or safety leave. For intermittent leave, the initial paid week means seven consecutive, nonconsecutive, or a combination of consecutive and nonconsecutive calendar days from the effective date of leave to be paid retroactively after the applicant has met the seven-day qualifying event in the first benefits payment to the applicant.

Generally, bonding leave must end within 12 months of the birth, adoption, or placement of a foster child. The new law sets out circumstances that allow for exceptions to this rule.

The benefit amount of paid leave is progressive and will vary based on an employee's weekly wages, such that lower-income employees will receive a higher percentage of income with a sliding scale of lower percentages as employees earn more. Generally, employees will receive:

- 90% of the portion of their weekly wages that is less than or equal to 50% of the state's average weekly wage ([the state's average weekly wage is posted by DEED annually](#)), plus:
- 66% of the portion of their weekly wages that is more than 50% of the state average weekly wage but not 100% weekly wage, plus:
- 55% of the portion of their weekly wages that exceed 100% of the state average weekly wage.

Benefits will be capped at 100% of the state average weekly wage.

Benefits will begin the Sunday of the calendar week in which a benefit application is filed.

The total number of weeks that an employee may take benefits in a single benefit year for a serious health condition is the lesser of 12, or 12 weeks minus the number of weeks that the employee received benefits for bonding, safety leave, family care, and qualifying exigency within the same benefit year, for a maximum of 20 weeks.

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Q4. What job protections does this law provide to employees?

A4. An employer cannot retaliate against an employee for requesting or obtaining Minnesota Paid Leave, nor can it obstruct or interfere with an employee applying for the paid leave. An employee must be returned to the same position they held when the leave started, with equivalent benefits, pay, and other terms and conditions of employment.

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Q5. How much will this new program cost and how is it funded?

A5. The program is funded in large part by employer premiums and, in some cases, employee contributions. DEED will collect quarterly electronic premium payments, in the form of a percentage of payroll taxes, from Minnesota employers.

Beginning January 2026, employers will contribute a minimum of 50% of the total premium, though they may choose to pay up to 100% of the premium. Employers may, in some cases, deduct the remainder from employees' pay, up to a maximum 50% of the premium ([refer to Q17](#)), but such cost sharing likely requires negotiation for represented employees. The first payroll deductions begin on Jan. 1, 2026, with premiums due to DEED by April 30, 2026, based on wage detail reported between Jan. 1, 2026, and March 31, 2026.

For reference, initially, Minnesota Paid Leave provided for a 0.7% payroll tax for premiums. On May 13, 2024, an actuarial and consulting firm, Milliman, presented to the state the rate may need to be increased to 0.88% to sufficiently fund the paid leave program. On Feb. 21, 2025, DEED posted on its website, the premium rate for 2026 will be 0.88%. Premiums are capped at the Old-Age, Survivors and Disability Insurance (OASDI) limit (\$176,100 for 2025); the same wage used by the Social Security program. Effective Aug. 1, 2025, there is a cap of 1.1% of taxable wages on the premium rate in the paid leave law. Prior to 2025, this cap was 1.2% but was reduced to 1.1% in the 2025 special session.

DEED includes a [premium calculator](#) on its Minnesota Paid Leave webpage so applicants can better estimate their benefits. Please refer to [Q4](#) for details on taxes.

Going forward, premium rate adjustments will be made by July 31, 2026, and then by July 31 each year thereafter for the following calendar year based on program historical experience and sound actuarial principles so the projected fund balance as a percentage of total program expenditure does not fall below 25%. DEED will contract with a qualified independent actuarial consultant to conduct an actuarial study for this purpose every year.

A [new calculator tool](#) to help employers and individuals estimate costs under paid leave is now on the DEED website.

There are some reductions in cost for employers with fewer than 30 employees.

Small employers

Effective Jan. 1, 2026, a reduced premium rate of 75% of the annual calculated premium rate will be available for small employers with:

- 30 or fewer employees, and
- The city's employees' average employee wage falls under 150% of the statewide average annual wage (SAAW) for the basis period (\$107,016 in 2025).

The state will notify small employers later in 2025 if they qualify for this small employer rate in 2026 (equivalent to .22% of payroll for 2025, compared to the typical large employer minimum rate of .44%).

The employee premium remains the same for both large and small employers at up to 50% of the full premium.

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Q6. Will there be annual cost increases?

A6. The premium plan rate will be calculated annually for the following calendar year based on program historical experience and sound actuarial principles so the projected fund balance as a percentage of total program expenditure does not fall below 25%. DEED will contract with a qualified independent actuarial consultant to conduct an actuarial study for this purpose every year. As outlined in Q5, cities budgeting for 2026 will want to include .88% of taxable wages paid to each employee based on DEED's release of 2026 premium rates. Pursuant to Q17, there may be a cost sharing option on premiums with employees, but such cost sharing likely requires negotiation for represented employees.

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Q7. Is there a "reimbursement employer" public sector option available, similar to unemployment compensation?

A7. There is no option to become a "reimbursement employer" as is the case with unemployment compensation. All city employers are covered by this new law unless they apply for an exemption through an application process to demonstrate they provide employees with an equivalent plan that meets or exceeds the coverage offered through the state. ([see Q14](#)).

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Q8. What is the role of the city in administering this program?

A8. Employers will have essentially three categories of responsibilities under the Minnesota Paid Leave program: (1) notification requirements, including educating and informing employees (2) reporting wages and paying premiums to fund the program and (3) coordinating benefits and leaves during an absence.

- **Notification requirements, including educating and informing employees.** The city must display DEED's uniform workforce poster in a conspicuous place and provide written information provided by DEED to employees about the paid leave program 30 days before

premium collection begins (December 2025), as well as to newly hired employees. Minnesota Statute, section 268B.26 states DEED will provide the model notice for employers. The information will include an explanation of the available benefits provided under the new law, instructions on how to file a claim, and other specified information. Cities will want to ensure they have an employee's written or electronic acknowledgement of receipt of the written notification because they may be asked by the state to prove they notified employees. While thinking through your notification process, ensure you are able to demonstrate the way the employee had been notified in the event an employee refuses to acknowledge receipt. If five or more employees speak a different language as their primary language, notices must be provided in that language if it is made available by DEED.

- **Reporting wages and in 2026, submitting paid leave premiums.** Much like unemployment compensation, employers are required to submit quarterly wage detail reports, including the total wages paid to an employee and the total number of paid hours worked. While the first premiums are not due until 2026, the good news is wage detail reporting is already underway with the first reports due beginning back on Oct. 31, 2024. When cities submitted their typical wage detail for July through September 2024 in October 2024, the city was meeting BOTH their unemployment insurance (UI) and Minnesota Paid Leave wage reporting requirements for many positions. Employees whom cities do not report for UI, like elected officials or election judges, will need to be kept separate from those that are covered by UI, but submitted by establishing a "Paid Leave Only" account through another process as outlined on the Minnesota UI webpage. There are fees associated with late reporting, but DEED can cancel the fee if the report is submitted within 30 calendar days after DEED issues notice. There are also fees for reports with missing or erroneous information.
- **Coordinating benefits and leaves during an absence.** The 2024 legislative session classified Minnesota Paid Leave data as private, pursuant to some exceptions for exchanging information with certain state and federal agencies, employers and health care providers. Thus, cities will want to begin thinking through processes to ensure reports and submittals for Minnesota Paid Leave are retained in a secured manner. Also see Q22.

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Q9. How will we find out if an employee has applied for this benefit and been approved?

A9. DEED guidance suggests employees cannot apply for Minnesota Paid Leave until they first notify their employer. Per statute, DEED is required to notify all employers from which the applicant is taking leave, either in writing or electronically, not more than five business days after a claim for benefits has been filed by the employee or former employee.

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Q10. How does intermittent leave work?

A10. Generally, any leave under the law is eligible for intermittent. All intermittent leaves will result in a prorated benefit. Intermittent leave counts toward the maximum leave allowed by the law.

An employee taking leave on an intermittent schedule must provide the employer with a schedule of the needed workdays off as soon as practicable, taking into account all circumstances.

Employees can use intermittent leave in increments the city allows for other forms of leave, as long as the city's policy permits a minimum increment of at most one calendar day. An applicant may not apply for payment of intermittent Minnesota Paid Leave until the applicant has accumulated eight hours of leave, unless more than 30 calendar days have passed since the initial taking of leave.

Employers must provide a minimum of 480 hours of intermittent leave in any 12-month period for qualifying leave. Although not required, employers can choose to provide the total amount of leave available under Minnesota Paid Leave as intermittent leave. If an employer limits the hours of intermittent leave to 480 hours, the employee is entitled to take the remaining leave continuously, provided the leave does not exceed the maximum 20-weeks in a single benefit year.

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Q11. Can the employer require proof of the need for the leave?

A11. The employer can require an employee to provide a copy of the certification required by DEED to apply for the benefits. The certification required depends upon the type of leave requested but generally will substantiate the need for the leave and where applicable, the duration and timing of the leave.

Examples of required documentation employees will submit to DEED include the following:

- For **medical leave**, a health care provider will need to complete a certification form that demonstrated the employee's serious health care condition prevents the employee from performing their regular job and the amount of time needed.
- For **caring leave**, for an employee to care for their family member, their family member's health care provider will need to complete a certification form that demonstrates that the employee's care is medically necessary, and the amount of time needed.
- For **bonding leave**, the employee will need documentation completed by a health care professional, adoption agency, or foster care agency that demonstrates the child has arrived or been placed in the employee's home.
- For **military family leave**, the employee will need a copy of the active duty orders or other official military document showing their family member is about to be deployed for duty.
- For **safety leave**, the employee will need documentation that includes proof of the need for leave. This could include a letter from a qualified professional (such as a domestic violence advocate, counselor, or attorney), a police report, restraining order, or other court order. This document does not require detailed information about what happened, only that safety leave is required.

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Q12. Does this run concurrently with federal and state family and medical leave programs?

A12. Yes. The law specifically states an employer may require this leave to run concurrently with the federal Family and Medical Leave Act or the leave required under [Minnesota Statutes, section 181.941](#) when the leave is taken for the same purpose. Cities must follow both laws

when both apply to the employment situation; they must ensure the employee is receiving the highest level of benefits available under both laws when both apply.

Based on unofficial guidance the League received from DEED in fall 2024, in instances where the employee first takes an unpaid FMLA leave and then subsequently applies for Minnesota Paid Leave as a result of the same condition, employers may designate the FMLA time as qualified leave under [268B](#). Although an eligibility determination is reserved for the state to decide in response to an application for Minnesota Paid Leave program benefits, this designation may reduce the amount of leave available to the employee through the Minnesota Paid Leave program.

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Q13. How does this new law interact with the new law on earned sick and safe time (ESST)?

A13. In general, ESST is meant to cover employees in situations such as a brief illness, when they have sick children who cannot attend daycare, etc. ESST is also administered by the employer, so there is no requirement to get approval from DEED or, in many cases, a medical professional, for less than two consecutive business days. However, generally speaking, ESST can be used by employees in place of, or in addition to Minnesota Paid Leave, in different situations.

The Minnesota Paid Leave program, in contrast, is for long-term extended leave, and requires DEED approval based on necessity and eligibility. It is intended to cover more extreme accidents or illnesses, maternity/paternity leave, qualified exigency leave, safety leave, or care for a family member.

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Q14. How can the city apply for an exemption from this program — i.e., establish a “private plan?”

A14. Employers may apply for approval to be exempted from the state plan by providing a “private plan,” which offers at least the same rights, protections, and benefits as employees are entitled to receive under the state plan. Employers who wish to provide an equivalent plan to their workforce will have the option to either purchase a plan from a private carrier or create their own self-insured plan. Employers can apply to be exempted from the medical benefit program only, or the family benefit program only, or both. Employers with an approved private plan are not subject to the program premium cost ([see Q5](#)), however, they will need to pay an oversight fee and possibly a surety bond depending on the plan.

[Learn more about the State’s application for equivalent plans.](#)

Later in 2025, employers can apply to have an equivalent plan recognized to meet at least the minimum requirements of Minnesota Paid Leave, and applications will be accepted on an ongoing basis. Equivalent plans will require a surety bond and are subject to approval by the Minnesota Department of Commerce. The Minnesota Department of Commerce will also be certifying qualifying plans offered by licensed insurance carriers, so employers who purchase these plans will know they meet the requirements of Minnesota Paid Leave.

[View the Minnesota Department of Commerce equivalent medical leave plan checklist.](#)

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Q15. Can the city require employees to use other paid leave to supplement the Minnesota Paid Leave program benefits?

A15. No. The law explicitly states that employers cannot require employees use their accrued paid time off to supplement any benefits they receive from the Minnesota Paid Leave program. However, the law allows, but does not require, the city to supplement the payments available under this program by allowing the employee to use paid leave in addition to the paid benefits available under the new program. Recall in Q3, the Minnesota Paid Leave benefit is progressive and varies based on an employee's weekly wages. A city allowing employees to use supplemental benefits (such as sick leave, vacation, PTO and short-term disability) to "top off" Minnesota Paid Leave payments provides employees with the opportunity to be made "whole" in many cases through much of their leave period, and simultaneously draws down accrued leave liabilities for a city. That said, an employee's supplemental benefits combined with Minnesota Paid Leave may not exceed the employees' pre-leave wages. For additional information on short-term disability/long-term disability impacts, refer to Q20. The city should consult with the city attorney to determine if there are other policies, collective bargaining agreements, or state or federal laws that might require or prohibit this. Also see Q17.

In some cases, if an employer provides an employee wage replacement during an absence, and the total of Minnesota Paid Leave benefits and any supplemental benefits exceed the employee's usual salary, the employee must refund the excess to either the employer or DEED. If an employer provides wage replacement benefits to an employee for a week that should have been paid by DEED, then DEED may reimburse the employer directly.

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Q16. Can the city require the employee to use city leave first before accessing this program?

A16. No. The city cannot require the employee to use paid leave first before applying for benefits under this new program. However, an employee can choose to use vacation, sick, or paid time off, or disability insurance payments in lieu of the state paid leave program. During the period of time the employee is using city paid leaves instead of the Minnesota Paid Leave program, they are entitled to the employment protections of the law.

If the city runs FMLA concurrently with paid leave under this program, that time would likely reduce the amount of leave available to the employee under the state's paid leave benefits, although the state is ultimately responsible for making an eligibility determination decision. In response to an application for benefits under the Minnesota Paid Leave program, the state is responsible for issuing an eligibility determination regarding the amount of benefits available to the applicant. Cities must exercise caution to not interfere with or retaliate against an employee for exercising their rights under the Minnesota Paid Leave law.

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Q17. How will this impact collective bargaining agreements (CBAs)?

A17. The law does not preclude employers from bargaining with unions with respect to leave benefits and related procedures and employee protections, as long as they meet or exceed, and do not otherwise conflict with, the minimum standards and requirements in the law. Many

labor experts state there is a negotiation obligation to establish a 50% employer / 50% employee premium split for represented employees.

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Q18. What if the employee is using workers' compensation benefits or receiving severance benefits; can they use this leave in addition to that?

A18. It depends; an applicant is not eligible to receive benefits for any portion of a week in which the applicant is receiving or has received compensation for loss of wages equal to or in excess of the applicant's weekly family or medical leave benefit amount under:

- The Minnesota workers' compensation law.
- The workers' compensation law of any other state or similar federal law.

Generally, if the amount of workers' compensation for any week is less than the applicant's weekly family or medical leave benefit amount, benefits requested for that week are reduced by the amount of that compensation payment.

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Q19. Does the city have to continue its contribution to health insurance while an employee is on this leave?

A19. Yes. Like the federal Family and Medical Leave Act, this law requires the employer to maintain health insurance coverage as if the employee was not on leave. The employee must continue to pay their share of the cost.

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Q20. How does this program impact short-term disability and long-term disability benefits we currently provide to employees?

A20. An employee may receive disability insurance payments in addition to Minnesota Paid Leave benefits, provided the employee is eligible for both benefits at the same time. Disability insurance benefits may be offset by family and medical leave benefits paid to the employee pursuant to the terms of a disability insurance policy. Minnesota Paid Leave will be the primary in most circumstances, so short-term disability claims may be offset by Minnesota Paid Leave benefits.

Cities will want to discuss how their own short-term disability plan will be impacted by Minnesota Paid Leave with their carriers for 2026. Some carriers highlight a short-term disability plan may be especially attractive to higher wage earners, again due to the progressive nature of the Minnesota Paid Leave plan that provides greater benefits to lower wage earners (refer to Q3).

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Q21. What if we allow the employee to supplement the benefit by taking paid leave in addition to the leave under this program; can the employee exceed their normal wages?

A21. No, an employee cannot make more not working than they would actively working. Employers may designate certain benefits as a supplemental benefit, including but not limited to salary continuation, vacation leave, sick leave, or other paid time off. Payments designated as “supplemental benefits” can make up the difference between partial and full wage replacement. Even if supplemental benefits are offered, the choice to receive supplemental benefits lies with the employee. However, Minnesota Paid Leave law specifically prohibits a situation where a supplemental benefit payment combined with any leave benefit under this program exceeds the regular wage or salary of the employee.

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Q22. What should our city do to prepare for this new law, now and in preparation for Jan. 1, 2026?

A22. Action areas cities may want to begin considering in preparation for the new law include:

- **Review how employees’ accrued leave benefits will interact with the Minnesota Paid Leave plan.** The League is currently developing tools to help cities work through how common existing leaves may work with Minnesota Paid Leave absences, especially for cities considering permitting employees to “topping off” Minnesota Paid Leave benefits with other benefits such as accrued leave. Begin working on personnel policy updates for nonunion employees regarding paid leave policies and other aspects of this program. Part of this review may include the following strategic planning questions:
 - Will the city pay 50% of the premium or more? Refer to [Q5](#) and [Q17](#).
 - Review your time and attendance procedures. Cities can require employees to follow city notification policies for their leave, but those notifications must be outlined in policy and compliant with the Minnesota Paid Leave law.
 - Think through whether your city wishes to allow employees to use other benefits like short-term disability, long-term disability, and accrued city leave to top off/make their salary “whole.” Refer to [Q15](#) and [Q20](#) to review offsets with your short-term disability or long-term disability carriers.
 - Review city policies to determine the minimum increment of time you will allow workers to take leave (i.e., 30 minutes, one hour, a half day, a full day?).
 - Be familiar with [ADA](#) and [MHRA](#) laws to be aware how reasonable accommodations can come into play once an employee’s Minnesota Paid Leave expires. Cities can reach out to the League to learn more.
- **Determine a paid leave administrator**, especially with respect to logging into the state’s portal for Minnesota Paid Leave administration. Per DEED, the paid leave administrator is the point of contact who will:
 - Manage the city’s account with paid leave.
 - Review applications submitted by employees.

- Coordinate paid leave with other city benefits.
- **Budget impact in fiscal year 2025** for the premiums beginning on Jan. 1, 2026.
- **Bargaining with unions** with multiple year contracts, especially for employee cost sharing of premiums, and if the city wishes to establish a private plan or come to agreement on how to handle other aspects of the law.
- **Consult with providers** and prepare payroll and other computer systems for any additional tracking required to report to DEED under the new law.
- **Outline an internal communication plan to employees**, which should include posting the required DEED poster and providing the required detailed information about the program to employees. See Q8.

Prepare to implement wage theft notification requirement changes, effective Jan. 1, 2026, by beginning to follow the new requirements added for keeping statements for three years and preparing to include payroll systems for reporting premium employee deductions and contributions by the employer on wage statements.

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Q23. Will the state paid leave/wages that employees receive under the new family and medical leave state program administered by DEED be subject to PERA withholding?

A23: Per PERA, state paid family and medical leave program payments are not eligible salary for PERA contributions or service credit. However, employer-paid leave, including sick and vacation, used to supplement paid family and medical leave is eligible salary for PERA contributions and reporting provided the employee is on *medical leave* and the employer-paid leave represents **at least 50%** of the average earnings that the person had received during the first six-months immediately prior to the medical leave. On the other hand, if the employee's medical leave paid time off is less than one-half of the average earnings the individual received in the six months of covered employment prior to the leave, then the pay is not eligible salary for pension purposes and may not be reported to PERA. PERA members may purchase salary and service credit lost during a period of authorized leave. Keep in mind, cities are required to complete an annual leave report listing authorized leaves taken during the prior year that resulted in any unpaid time. Refer to [Chapter 5 of the PERA Employer Manual \(pdf\)](#), pages 5-9 through 5-10.

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Q24. How will premiums be treated on an employee's W-2?

A24: On Jan. 15, 2025, the Internal Revenue Service (IRS) issued [Revenue Ruling 2025-4](#), which explains how the federal government will approach income taxes for premiums and benefits received from a program like Minnesota Paid Leave. Minnesota follows federal law to determine when income is included or excluded from a taxpayer's gross income. This means Minnesota will generally conform to the IRS conclusions about federal gross income.

For cities paying the minimum employer contribution (i.e., generally in 2026, .44 % of the total premium rate of .88%) and collect premiums from employees, the employee portion of the

contribution should be included on the employee's W-2 and does not reduce federal or state taxable wages.

If a city chooses to pay more than the required minimum share of the premium (i.e., generally in 2026 more than .44% of the total premium rate of .88%), this is additional compensation to the employee and is included in the employee's federal gross income as wages.

Medical leave benefits will be treated two different ways for federal tax purposes. Half of the benefit (the amount attributable to the employer contribution) will be treated as wages. The remaining half (the portion attributable to the employee contribution) are excluded from the employee's federal gross income and are not taxable. As the [state outlines](#), the share of medical leave benefits the state will pay Minnesota Paid Leave applicants counting as wages will be treated as third-party sick pay, as described by the [IRS in Notice 2015-16](#). For medical leave benefits, the state will provide information to the city on a frequent basis so the city can pay their portion of Social Security and Medicare taxes. Again, cities will include these payments as wages on the Form W-2 issued to employees.

When employees apply for paid leave, they will have the option to withhold state and federal taxes from their weekly benefit. If an employee chooses this option, Minnesota Paid Leave will withhold 5% for state taxes and 10% for federal taxes.

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Your LMC Resource

Joyce Hottinger

Assistant Human Resources Director

(651) 281-1216 or (800) 925-1122

jhottinger@lmc.org

Voluntary Short Term Disability	MetLife - 12 week benefit duration	MetLife - 26 week benefit duration
AGE	<i>Rate Per Mo./ \$10/Benefit</i>	<i>Rate Per Mo./ \$10/Benefit</i>
Under 20	\$0.100	TBD
20-24	\$0.100	TBD
25-29	\$0.100	TBD
30-34	\$0.110	TBD
35-39	\$0.100	TBD
40-44	\$0.110	TBD
45-49	\$0.130	TBD
50-54	\$0.170	TBD
55-59	\$0.200	TBD
60-64	\$0.240	TBD
65-69	\$0.280	TBD
70+	\$0.280	TBD
Rate Guarantee	2 years	2 years

Contract Analysis		
Company	MetLife - 12 week benefit duration	MetLife - 26 week benefit duration
Weekly Max Benefit Amount	\$2,500	\$2,500
Benefit Percentage	70%	70%
Integration with PFML Benefits	Direct Offset	Direct Offset
Integration with PTO, Vacation and/or Sick Leave	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings	PTO, Vacation and/or Sick Leave + STD benefit up to 100% of pre-disability earnings
Elimination Period	7 Days Accident / 7 Days Illness	7 Days Accident / 7 Days Illness
Benefit Duration	12 weeks	26 weeks
Contribution Status	Voluntary - Employee Paid	Voluntary - Employee Paid
Partial Disability Benefit	20% Loss of Income	20% Loss of Income
Pre-existing Condition	3/12	3/12
Health History Requirement	Health history is not required for newly eligible, family status change and annual enrollment. Election is subject to pre-ex.	Health history is not required for newly eligible, family status change and annual enrollment. Election is subject to pre-ex.
Minimum Participation Requirement	1 enrolled	1 enrolled



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Authorize Request for Proposals for Long-Term Disability Insurance

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: MN Statute 471.6161 requires that political subdivisions conduct a Request for Proposals (RFP) process at least every 60 months (five years) to purchase group insurance for its employees when it intends to provide group insurance coverage and benefits for 25 or more of its employees. It is now time to complete an RFP for our Long-Term Disability Insurance as it has been five years since our last process. Below is a sample publication for the RFP:

Request for Proposals

Notice is hereby given that the City of Brainerd will accept proposals for Group Long-Term Disability Insurance until 3 pm on July 30, 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 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.

The City of Brainerd desires a long-term relationship for this program and will maintain so, as long as cost and services are satisfactory.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: In addition to the current LTD plan design, Integrity Benefits suggested that we also propose an alternative plan design to the carriers that changes our current LTD benefit elimination period from six months to three months, given the duration of the new MN Paid Family & Medical Leave (PFML) benefit that will be effective January 1, 2026. Integrity Benefits noted this will be the standard LTD elimination period in MN as of 2026 so claimants do not have an extended period of income loss as they transition from PFML benefits to LTD benefits. If the City chooses to exercise this option, the proposed plan change should be negotiated with the unions in the future.

RECOMMENDED ACTION/MOTION: Authorize Staff/Integrity Benefits to conduct an RFP process for Long-Term Disability Insurance based on our current policy and with the alternative plan design as proposed.

FINANCIAL IMPACT: Staff time and the publication cost for the RFP process.



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Discussion Re: Roles and Responsibilities of the City Council and the Public Utilities Commission

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Nick Broyles, City Administrator

DEPARTMENT: Administration

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

ESTIMATED TIME (MIN): 20 Minutes

SUMMARY OF ISSUE: At the 16Jun25 City Council meeting, Committee Chair Johnson asked for clarification regarding the roles and responsibilities of the City Council and the Public Utilities Commission. The Council tasked Administrator Broyles with gathering input from City Council members and Public Utilities Commissioners, and conveying those comments to the City Council at the 07Jul25 meeting. Comments were received from three Council members and two Commissioners.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: With the vacant Public Utilities Director position as a backdrop, questions have surfaced regarding the roles and responsibilities of the two bodies. Comments from the five individuals are attached to this agenda item to facilitate City Council discussion. In reviewing the comments, there appears to be confusion primarily regarding the oversight of the Public Utilities Department staff. City staff seeks direction, if any, on how to proceed on a couple of issues.

RECOMMENDED ACTION/MOTION: In reviewing the attached comments/feedback from the five individuals, the following are potential items/issues where the City Council may direct staff:

1. The Charter states, "The Public Utilities Commission shall control, operate and manage the following utilities of the City...". What does control, operate and manage mean? What level of employee oversight is the Commission allowed to exercise for operational needs?
 - Does the current language give the Public Utilities Commission overall, and day-to-day, oversight to any and all Public Utilities Department employees? If yes for specific employees, does that apply only to the Public Utilities Director, the Management team, or all employees?
 - Does the Commission manage personnel, maintain infrastructure/equipment, implement policies and procedures, execute budgets and operational decision-making, and oversee organizational needs (assets/equipment/personnel), or does it simply mean the Commission's oversight to make sure the organization is working efficiently, within budget, and to keep some autonomy for setting rates?
2. The Charter states, "The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions

may be recommended by the Commission to the City Council.” What level of authority is the Commission responsible for such as:

- What does necessary help mean? Is the Council required by the Charter to hire every position and the number of staff as recommended by the Commission?
- Is the Commission required to provide a recommendation for new hires, including for the Public Utilities Director position?
- If no, should the Commission provide a recommendation for specific positions in the Public Utilities Department? Options could be:
 - a. Only the Public Utilities Director position
 - b. Public Utilities Director and other management-level positions
 - c. For all positions within the department
 - d. When hiring a Public Utilities Department employee at a higher step than allowed per direction from the Council regarding hiring criteria for step placement
- Should the Commission discuss and provide a recommendation for all new positions and job descriptions for said positions prior to being considered by the Council?
- Should the Commission discuss and provide a recommendation for all vacant positions and job descriptions for said positions prior to being considered by the Council?

3. Are we hiring a permanent full-time Public Utilities Director?

- If yes, when?
- Section 6.01 of the Employee Policy Manual states, “When hiring the Public Utilities Director, the City Council will establish a Work Group to oversee the hiring process and up to two representatives from the BPU Commission Personnel Committee will be included in said Work Group.... Every appointment to municipal service shall be recommended by the City Administrator or designee to the Personnel and Finance Committee and approved by the City Council.”
 - a. Who is ultimately responsible to make the hiring recommendation to the City Council for the Public Utilities Director? Is the Work Group or City Administrator?
 - b. If City Administrator, is the Work Group basically an advisory board to provide their input?
 - c. Should the Commission have a standing and active Personnel Committee?

4. Should integration of components of the Public Utilities and Public Works Departments be discussed? Any other departments or functional areas?

5. What action, if any, is needed to clarify the confusion addressed in previous items?

- Is any portion of the current charter unclear or is there any ambiguity?
- Should staff engage with the Charter Commission to consider potential changes? If yes, what language/change would the Council like to see?
- Are changes needed to the Employee Policy Manual?

6. Are there any other items City Council would like to see and/or discuss?

FINANCIAL IMPACT: N/A

From: [Kelly Bevans](#)
To: [Toni Gage](#)
Subject: Re: Roles and Responsibilities
Date: Monday, June 23, 2025 11:48:39 AM
Attachments: [image001.png](#)
[image.png](#)

Thanks for the reminder Toni.

Regarding Chapter 5 of the Charter the only part I find unclear is line 4, where the City Council shall employ all necessary help for the Commission to properly perform its duties terms and approve all terms and conditions of employment.
-the phrase 'all necessary help' seems too subjective.

Referring to Mr. Evans' resignation letter:

He accuses the various components of the City and hiring committee of:

- not being forthright regarding integration. (paragraph 3)
- being blocked from performing his job (paragraph 4, no details given)
- 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. (paragraph 5, no details given)
- uncouth behavior from some council members and departments... paragraph 6, no details given)
- Council members reducing themselves to personal attack....(paragraph 6, no details given)
- The allowance for other departments to speak for and make promises on behalf of the utilities....(paragraph 6, no details given)
- repeated requests for these to be addressed,...(paragraph 6, no details given. Are there written record of these requests?)
- much time & resources being wasted...(paragraph 7, no details given)
- I have asked for corrective action, professionalism and even common sense on numerous occasions and have been ignored. (paragraph 8, no details given)

My point of highlighting Mr Evans' concerns is that it appears he felt a certain disfunction & malfeasance among City Council, the Public Utilities Commission, and City Staff. Is there anything to Mr. Evans' accusations? Is this, or these issues, something that needs to be addressed prior to hiring a new Public Utilities director?

Finally, I think the issue of integration of certain components of Public Utilities with Public Works should be discussed. I think not discussing them in open session may give the appearance of something to hide & is not good for our citizens and employees. I think this should be done prior to hiring a new Director.

Kelly Bevans
Ward 2, Brainerd City Council.

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: [Mike ODay](#)
To: [Toni Gage](#)
Cc: [Nick Broyles](#)
Subject: Re: City Charter Chapter Re: PUC
Date: Monday, June 23, 2025 9:39:39 AM
Attachments: [image001.png](#)
[image002.png](#)

Nick,

After looking through this over the weekend it seems to me that there shouldn't be much confusion at all with what is written in the charter. Nowhere in the charter is it mentioned that the commission has employees, manages employees, or directs employees to do anything on a day-to-day basis. Chapter 5, section 4 of the charter says the following:

4. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.

The commission exists by state statute to perform the duties of handling business decisions of the utilities. It is important to have smart, competent individuals on that commission since the budget is large, and those business decisions can be somewhat complicated at times, as well as having serious impacts effecting the city as a whole.

As for the employees that fall under the department of Brainerd Public Utilities, I'm not sure where anyone could honestly believe that they answer the PUC and not the council or the administrator. I look forward to learning where that confusion is embedded. By all means I am happy to hear and learn more about specific examples of instances when there is some gray area on who a public utilities director would answer to. The same goes for any other employee within the public utilities department. I just don't see where the confusion is coming from. In my opinion rather than changing the charter, I think we just need to have a clear interpretation from the council moving forward. That interpretation should include the following:

1. The public utilities director answers to the administrator and the city council. Each and every employee that works under the public utilities director should follow the organization chart if they are confused as to who they report to first, but ultimately they report to the public utilities director, the administrator, and the council.
2. Business decisions of the department of public utilities are handled by the public utilities commission. The focus of business decisions needs to be on financial responsibility in conjunction with prioritization of project planning, as well as any motions made by the city council as they relate to said related business.

This model works great for the park board. It should work the same way for our public utilities commission. If a member of the PUC starts to try to direct employees of the city council on daily tasks or general direction of their duties, that presents a problem. I believe the commission members should be directing those types of thoughts to the city administrator or the council.

As a separate but related discussion, if we are talking about making a change to this part of the charter, I would suggest changing chapter 5, section 1.b. which says the following:

b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, but not including the gravity fed wastewater collection system, which is operated by the Public Works Department.

I would recommend changing it to the following:

b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, and any gravity fed wastewater collection system.

Before making this change, I would be curious to learn what effects this would have on any of our unions, or if there would be any increased conflict in that regard.

-Mike O'Day

From: [Jeff Czczok](#)
To: [Nick Broyles](#)
Cc: [Toni Gage](#); [Dave Badeaux](#)
Subject: Roles and Responsibilities
Date: Monday, June 23, 2025 4:35:28 AM

Good morning, Nick,
Please see my submissions below:

Thanks, Jeff

I believe my description was expressed during the workshop the council held with the commission which I'll reiterate here:

Roles and Responsibilities:

The Public Utilities Commission directs the Utility Director regarding all operations.

This is crystal clear in the City Charter, Section 5:

{1. The Public Utilities Commission shall control, operate and manage the following utilities of the City:}

If the Utility Director does not perform as assigned by the Commission, then the City Administrator engages with the Utility Director regarding discipline matters .

The City Administrator does not give operational direction to the Public Utilities Director. This is the exclusive role and responsibility of the Public Utilities Commission.

Hiring Process:

When hiring interviews are conducted and subsequently when an individual is hired, the City's interview group, the City Administrator and any associated individuals such as a consultant, shall at all times provide responsible, forthright and legitimate information to candidates selected for interview.

Mayor, Council and Commission:

Any changes or amendments to Public Utilities Director's responsibilities or duties, shall be shared as soon as possible with all individuals through whatever preferred means the City Administrator chooses.

Always refrain from personal insults, attacks and demeaning comments or actions towards all staff at any level and in any environment.
Even an attempt at humor can easily be misconstrued.

From: [Jeff Czczok](#)
To: [Nick Broyles](#)
Cc: [Toni Gage](#); [Dave Badeaux](#)
Subject: Additional: Roles and Responsibilities
Date: Monday, June 23, 2025 10:59:16 AM

Hi Nick,

Some further items related to Roles and Responsibilities:

Commission and Council Responsibilities as per Charter language:

City Charter states:

4. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment.

Personnel for vacant positions may be recommended by the Commission to the City Council.

All Commission personnel are subject to the City's personnel policies.

The recent action by council was contrary to the Commission's action regarding hiring a Public Utilities Director.

The Commission voted to hire a FT Utility Director and the Council did not take said action in response to the Commission's action.

Per Charter language:

"The City Council shall employ all necessary help for the Commission to properly perform its duties..."

The Commission is tasked with doing their jobs and part of their job is to determine the number of employees via specific positions they need to do the business of the Public Utilities.

There isn't any leeway when the word "shall" is used, so the Council is required to fulfill the action by the Commission.

Charter States:

"Personnel for vacant positions may be recommended by the Commission to the City Council."

This wording is exclusive to the Public Utilities Commission and leaves the decision to fill a vacancy up to the Commission.

Jeff

From: [Dolly Matten](#)
To: [Nick Broyles](#)
Cc: [Toni Gage](#)
Subject: RE: City Charter Chapter Re: PUC
Date: Friday, June 20, 2025 11:04:59 AM
Attachments: [image001.png](#)
[Roles of Commission and Council.docx](#)

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

Please see attached.

Dolly Matten
Greater Lakes Association of REALTORS®
15344 Pearl Drive Baxter, MN 56425
218-828-4567

Settlement Resources: [facts.realtor](#) [Settlement FAQ's](#)
Local Market Stats: <https://greaterlakesrealtors.com/market-statistics/>

From: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Sent: Tuesday, June 17, 2025 10:19 AM
To: Dolly Matten <dolly@greaterlakesrealtors.com>; Mike ODay <moday@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; mike.angland <mike.angland@widseth.com>
Subject: RE: City Charter Chapter Re: PUC

Dolly,

I understand your question. However, Council voted to have all comments to me by noon on 23 Jun and I cannot deviate from that direction. The Commission can certainly discuss on 24 Jun if you desire, but I will need all individual comments by noon on 23 Jun as directed by Council.

Regards
Nick



Nick Broyles, MPA | City Administrator
City of Brainerd | 501 Laurel Street Brainerd MN 56401
218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Dolly Matten <dolly@greaterlakesrealtors.com>
Sent: Tuesday, June 17, 2025 9:48 AM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Cc: Toni Gage <tgage@ci.brainerd.mn.us>

Subject: RE: City Charter Chapter Re: PUC

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

Is it possible to get back to you by Tuesday the 24th? That way, the commission can have an open discussion about it at their board meeting.

Dolly Matten
Greater Lakes Association of REALTORS®
15344 Pearl Drive Baxter, MN 56425
218-828-4567

Settlement Resources: [facts.realtor](#) [Settlement FAQ's](#)
Local Market Stats: <https://greaterlakesrealtors.com/market-statistics/>

CHAPTER FIVE PUBLIC UTILITIES COMMISSION

1. The Public Utilities Commission shall **control, operate and manage** the following utilities of the City: a. Water works system, including the filtration plant, water towers and distribution system. b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, but not including the gravity fed wastewater collection system, which is operated by the Public Works Department. c. Electric generation and distribution system. d. Except as provided above, all other public utilities that are hereafter owned by the City.
2. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.
3. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.
4. **The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.**
5. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater and power, and to make and enforce such rules, regulations and penalties as they may deem proper to affect such collections and to protect all property and rights pertaining to the said departments.
6. The Public Utilities Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings. No water or wastewater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water and wastewater utilities, the "service territories" are defined as those areas of the City served by existing mains and laterals. Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission. The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.
7. The Commission shall, at the first meeting of the City Council, in December of each year, present an operating budget for the following year as well as a five year capital improvement plan outlining anticipated future capital expenditures. The budget shall set forth all expenditures that can be anticipated for the operation of the Commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for the Commission to make such expenditures, subject to the provisions of this Charter. The Commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.
8. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

Charter Clarification/Discussion of Roles and Responsibilities.

“Operational Authority” (Control, operate and manage) – needs to be defined since it clearly seems to be interpreted differently depending on which seat you are occupying.

- Is it: managing personnel, maintaining infrastructure/equipment, implementing policies and procedures, executing budgets and operational decision-making, and overseeing the organizational needs (assets/equipment/personnel?) Or does it simply mean commission oversight to make sure organization is working efficiently, within budget, and to keep some autonomy for setting rates?
- Section 4 of City Charter – additionally; maybe we need some clarification of “City Council employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment”

Interpretation of the intent: Council has ultimate control over hiring (to approve employment details, wages, & benefits) and employment policies in order to maintain consistency in personnel practices & accountability across all city departments.

Since BPU Commission is responsible for the oversight of the operations – it would make sense that the staffing **needs** fall within that role. “To participate in staffing recommendations necessary for the operations of the organization to function” just makes sense since commissions input helps ensure that hires align with the operational needs, system demands, and the organization’s goals.

Brainerd Public Utilities Commission (BPU)

- **Operational Authority and Oversight**
- **Budgets and Rates** (subject to review by the City Council)
- **Autonomy:** Operates independently **but** within the framework of the City Charter and in coordination with city leadership. The commission is accountable to the City Council as well as to the public.

Brainerd City Council

- **Oversight Role:** The City Council provides general oversight of BPU commission to ensure alignment with broader city goals and fiscal responsibility, and of course, legal compliance.
- **Coordination:** Ensures utility operations support overall city planning, development, and public interests.

From: [Mike Higgins](#)
To: [Toni Gage](#)
Cc: [Nick Broyles](#)
Subject: RE: Roles and Responsibilities
Date: Monday, June 23, 2025 10:53:26 AM
Attachments: [image001.png](#)

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

Hello, thanks for asking for my input,

My opinion on this would be to not to refill the position. I think BPU runs just fine without it, and we have very strong leadership with Trent, Danny and Charlie.

If we are going to fill the position, I think That person needs to answer to the commission and not the City Administrator, it does not make sense to me to have an employee working for an entity that answers to another entity.

Thanks you

Mike Higgins

Brainerd Industrial Center
1801 Mill Ave
Brainerd MN, 56401

Email: MikeH@brainerdindustrialcenter.com
Office: 218-454-3960 ext. 3
Cell: 989-429-2006
Not have the position filled. I th

CHAPTER FIVE

PUBLIC UTILITIES COMMISSION

1. The Public Utilities Commission shall control, operate and manage the following utilities of the City:
 - a. Water works system, including the filtration plant, water towers and distribution system.
 - b. Wastewater system, including the wastewater treatment facility, force mains and lift stations, but not including the gravity fed wastewater collection system, which is operated by the Public Works Department.
 - c. Electric generation and distribution system.
 - d. Except as provided above, all other public utilities that are hereafter owned by the City.
2. Such Commission shall upon the appointment and qualification of its members, and at such times as it may see fit organize and re-organize such Commission, and in such organization and re-organization, shall appoint from its members a President and Vice-President and shall also appoint a Secretary who shall not be a member of the Commission.
3. The Secretary of the Commission or his/her designee shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.
4. The City Council shall employ all necessary help for the Commission to properly perform its duties and approve all terms and conditions of employment. Personnel for vacant positions may be recommended by the Commission to the City Council. All Commission personnel are subject to the City's personnel policies.
5. Subject to state law, the Commission shall have power to fix all rates to be paid by consumers of water, wastewater and power, and to make and enforce such rules, regulations and penalties as they may deem proper to affect such collections and to protect all property and rights pertaining to the said departments.
6. The Public Utilities Commission shall have power to institute, prosecute and defend, in the name of the City of Brainerd, all actions which they may deem proper to carry out and enforce their authority as such board; but no real estate or easement shall be acquired by purchase or condemnation proceedings.

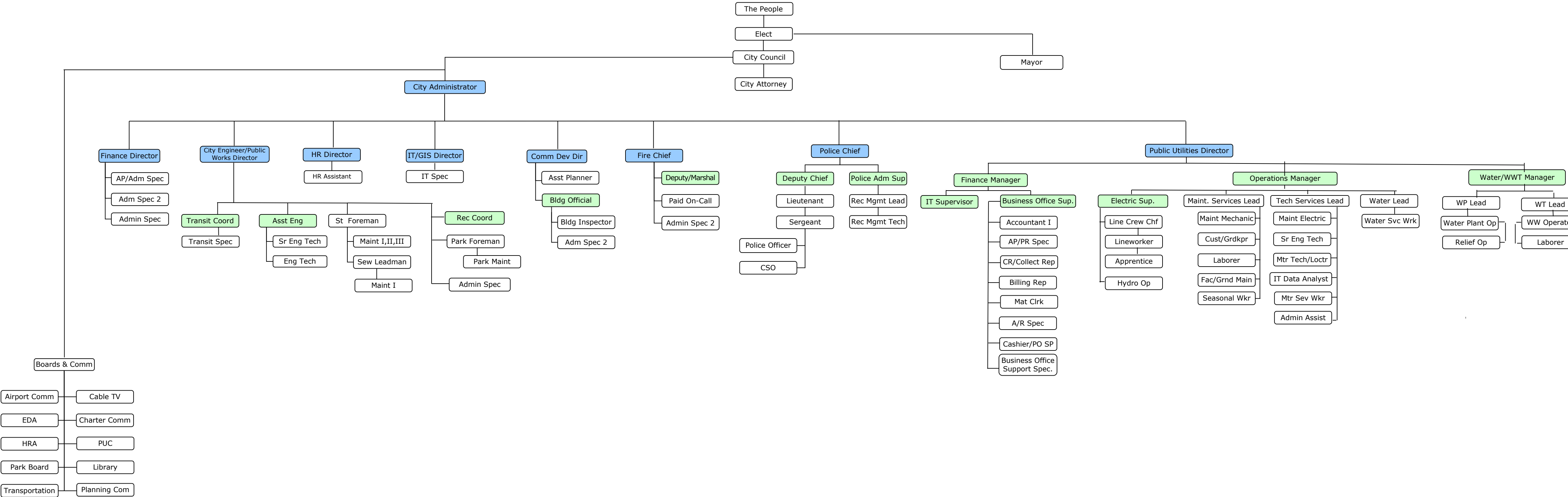
No water or wastewater utility listed in Paragraph 1 may be extended beyond the existing service territories unless the City Council shall so order the same by a resolution passed by a majority vote of all its members. With respect to water and wastewater utilities, the "service territories" are defined as those areas of the City

served by existing mains and laterals. Service lines from mains and laterals to customer structures may be extended under the sole authority of the Public Utilities Commission.

The service territory for the electrical utility is established by the Minnesota Public Utilities Commission. Any extension of the electrical utility outside the service territory by contract with another utility shall be approved by the City Council. Any extension of the electrical utility within the service territory, or any contract with another utility to provide power within the Commission's service territory, shall be approved by the Commission.

7. The Commission shall, at the first meeting of the City Council, in December of each year, present an operating budget for the following year as well as a five year capital improvement plan outlining anticipated future capital expenditures. The budget shall set forth all expenditures that can be anticipated for the operation of the Commission, during said fiscal year, and when approved, in whole or such part as may be approved by the City Council, shall constitute the authority for the Commission to make such expenditures, subject to the provisions of this Charter. The Commission shall have the power to purchase and pay for all supplies necessary for the management of said business, when so approved by the City Council either as a part of said budget or by resolution of the City Council authorizing same, except that the Commission shall have the power to purchase supplies and machinery in case of sudden and extraordinary injury to said plants, making such purchases and contracts necessary to repair the same.
8. The Commission's Finance Director shall keep a complete set of accounting records showing in detail all the business and financial affairs and transactions of the Commission and shall receive and safely keep all funds belonging to the Commission in a bank or depository designated by the City Council. All funds shall be deposited in the name of the Commission, and all investments shall be subject to state law and the City of Brainerd Investment Policy. The Commission shall make financial transfers to the City in amounts as specified in Brainerd Public Utilities Policy 2003-01, as amended and approved by the City Council.

City of Brainerd, Minnesota—Organizational Chart
8/3/2023





City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Accept Blake Higgins' Resignation from the Planning Commission

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY:

DEPARTMENT: Administration

PRESENTER: Mike O'Day, Councilmember

ESTIMATED TIME (MIN):

SUMMARY OF ISSUE: Blake Higgins submitted his resignation from the Planning Commission. His term ends 12/31/2027.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Accept Blake Higgins resignation from the Planning Commission and declare vacancy.

FINANCIAL IMPACT:



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Final Reading - Proposed Ordinance 1586 - Code Enforcement

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. The City Council listed active code enforcement along thoroughfares as a Council priority at their April 28th workshop meeting.

The City currently administers code enforcement on a complaint-driven basis. This proposed ordinance allows for active code enforcement along major thoroughfares and near city parks as significant numbers of visitors and residents frequent these areas.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

In addition, the proposed ordinance removes language that requires staff to bring non-complaint enforcement violations to the Council for consideration prior to beginning the enforcement process outlined in Section 320 of the City Code. Staff recommend that violations should be started by staff when performing daily duties such as building inspections. However, staff will not drive every street/alley looking for violations of the code.

At the June 2nd City Council meeting, the Council conducted the first reading of Proposed Ordinance 1586.

RECOMMENDED ACTION/MOTION:

- 1) Conduct the final reading of Proposed Ordinance 1586 and dispense with the actual reading.
Note: A vote to dispense with the actual reading of the ordinance must be unanimous.
- 2) Hold a public hearing.
- 2) Approve Proposed Ordinance 1586.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1586**

AN ORDINANCE AMENDING SECTION 320: ADMINISTRATIVE CITATIONS

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride.

The City currently administers code enforcement through a complaint driven basis. This ordinance allows for active code enforcement along major thoroughfares and near City parks.

SECTION TWO: Section 320.07 of the City Code is hereby amended as indicated, with the following added language underlined and deleted language struck out:

Subd. 7 The administration of the administrative citation program shall be conducted solely-primarily on a complaint driven basis with the exception of properties within three-hundred (300) feet of City parks and properties with street frontage along Business T.H. 371, T.H. 210, T.H. 25, T.H. 18, Oak Street, or County Road 3. ~~Offenses of a nature that may result in bodily harm, damage to property, or significant blight may be brought before the Safety & Public Works Committee without a complaint for determination whether to implement the administrative citation program. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council.~~

SECTION THREE: All other provisions of Section 320 shall remain in full force and effect.

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

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider proposed Ordinance 1586, an ordinance amending Section 320 of the Brainerd City Code pertaining to code enforcement. Currently, the City administers the administrative citation program solely on a complaint driven basis. The proposed Ordinance 1586 would allow for active code enforcement along major thoroughfares and near city parks as significant numbers of visitors and residents frequent these areas.

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

The public is invited to attend the hearing to offer input regarding proposed Ordinance 1586. Any individual needing special accommodations please call (218) 828-2307.

Dated this 6th day of June 2025

Publication Date: June 14th, 2025



James L. Kramvik
Community Development Director



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution - William Street Right of Way Vacation

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): 5 Minutes

SUMMARY OF ISSUE: Attached to this request is a petition to vacate a portion of William Street right of way in Northwest Brainerd, submitted by Mary Hamad. A map of the proposed right of way vacation is attached. The petition was reviewed by Council at the June 2nd, 2025 meeting and declared sufficient, and a public hearing was called for tonight's Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff reviewed this request for vacation and are recommending that the City Council, based upon the testimony received tonight, vacate the street per the request. As part of the vacation, staff would recommend including retention of a utility easement within the vacated right-of-way.

RECOMMENDED ACTION/MOTION:

1. Staff recommends holding a public hearing to hear public testimony for or against the proposed vacation as submitted.
2. Staff recommends adoption of the attached resolution, in which vacates the segment of William Street right of way, while reserving utility easements.

FINANCIAL IMPACT: N/A

**RESOLUTION
NO.**

**A RESOLUTION VACATING A PORTION OF WILLIAM STREET UPON PETITION OF A
MAJORITY OF ABUTTING LANDOWNERS**

WHEREAS, a petition signed by the majority of property owners abutting a portion of platted William Street right of way in the City of Brainerd and was received by the City Clerk on the 27th of May, 2025; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate a portion of William Street lying east of NW 6th Street legally described as:

That part of William Street lying southerly of Lot 12, Block 26, WEST BRAINERD, Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota, which lies northerly of the northerly right-of-way line of the Paul Bunyan Trail.

WHEREAS, a public hearing to consider the vacation of such street was held on the 7th day of July, 2025, before the City Council in the City Hall located at 501 Laurel Street at 7:30 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 9th day of June, 2025 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

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

That such petition for vacation is hereby granted and the portion of the street described as follows is hereby vacated:

That part of William Street lying southerly of Lot 12, Block 26, WEST BRAINERD, Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota, which lies northerly of the northerly right-of-way line of the Paul Bunyan Trail.

Adopted this 7th day of July 2025

MIKE O'DAY
President of the Council

Adopted this 8th day of July 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

PETITION FOR STREET/ALLEY VACATION

Date 5-27, 2025

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street/alley hereby petition that such street/alley be vacated as follows:

That part of William Street lying southerly of Lot 12, Block 26, WEST BRAINERD, Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota, which lies northerly of the northerly right-of-way line of the Paul Bunyan Trail.

in accordance with the provisions of Brainerd City Code Section 810 and Minnesota Statute 412.851.

<u>NAME</u>	<u>ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>
MARY L. HAMAD	202 N.W. 6 th St. Brainerd, Mn. 56401		Mary L. Hamad

STATE OF MINNESOTA }
 }
COUNTY OF CROW WING } ss
 }

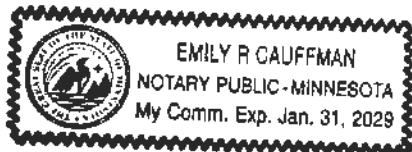
MARY L. HAMAD, being duly sworn on oath, deposes and says that he/she is the property owner in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

Mary L. Hamad

Subscribed and sworn to before me

this 27 day of May, 2025

Emily R. Cauffman
Notary Public



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Mary Hamad for the vacation of a portion of William Street between Northwest 5th Street and Northwest 6th Street, legally described below:

That part of William Street lying southerly of Lot 12, Block 26, WEST BRAINERD, Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota, which lies northerly of the northerly right-of-way line of the Paul Bunyan Trail.

Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, July 7, 2025 to conduct a Public Hearing to consider said Vacation.

Such persons as desire to be heard with reference to the proposed vacation of said street will be heard at this meeting.

Dated this 9th day of June, 2025

Nick Broyles
City Administrator

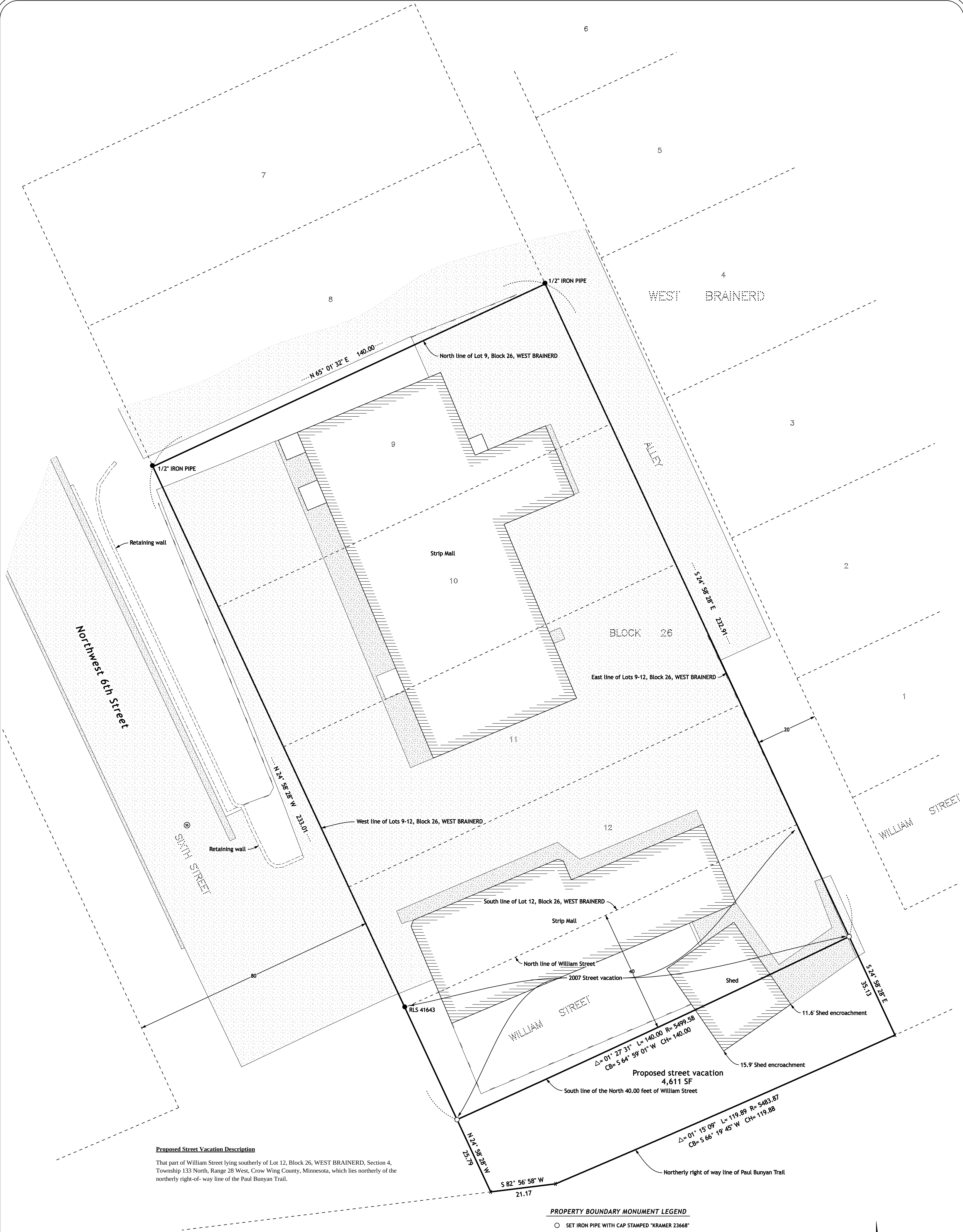
Publish - 2 times on
June 14th and 21st, 2025



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

William Street - West Brainerd Street Right of Way Vacation Petition

Date: 5/27/2025 Time: 5:11 PM



Proposed Street Vacation Description

That part of William Street lying southerly of Lot 12, Block 26, WEST BRAINERD, Section 4, Township 133 North, Range 28 West, Crow Wing County, Minnesota, which lies northerly of the northerly right-of-way line of the Paul Bunyan Trail.

MAPPING LEGEND	
SANITARY SEWER MANHOLE	⊙
WOOD FENCE	—
BITUMINOUS	
GRAVEL	

Legal Description per Document Number 970072

Lots 9, 10, 11, 12, Block 26, West Brainerd along with the north forty (40) feet of William Street adjacent to Block 26 and that part of vacated alley as shown as Document Number No. 733116, West Brainerd.

PROPERTY BOUNDARY MONUMENT LEGEND

- SET IRON PIPE WITH CAP STAMPED "KRAMER 23668"
- FOUND IRON MONUMENT
- x COMPUTED POSITION

Surveyors Notes

The property address for the subject property is:

206 6th Street Northwest
Brainerd, MN 56401

The Parcel Number for the subject property is 41040706.

The current zoning classification for the subject property is Makers and Employment (ME).

This survey was completed without the benefit of a current title commitment or title opinion. Kramer Leas DeLeo, P.C. makes no guarantee that all easements, encumbrances, or appurtenant rights related to the premises property are depicted on this survey.

All structure setbacks should be verified with the City of Brainerd prior to any construction.

ORIENTATION OF THIS BEARING
SYSTEM IS BASED ON THE CROW WING
COUNTY COORDINATE SYSTEM
NAD 83 (1986 ADJ.)



NO.	REVISIONS SINCE INITIAL DATE OF	DATE

1120 Industrial Park Road
Brainerd, MN 56401
719-629-5333

13 North 11th Avenue
St. Cloud, MN 56303
320-259-1290

KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

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

Signature: *James Kramer* 5/26/2025
James Kramer, MN License No. 23668 Date

PROJECT NO. HAMAM2501

CERTIFICATE OF SURVEY
Topographic and Property Boundary Survey

Mary Hamad
Section 4, Township 133 North, Range 28 West
Crow Wing County, Minnesota

Sheet No. 1 of 1

WEST BRAINERD.

COUNTY SEAT OF CASS COUNTY

MINNESOTA

Scale 200' to an inch.

R.K. Whiteley, C.E. Surveyor.



Lots on Railway Ave. 25 ft. in 140 ft.
All other Lots 50 ft. by 140 ft. except
Fractional Lots.
Streets are 40 ft. wide.
Alleys are 20 ft. wide.

State and being in and among Lots
No 6 and 7 and the W 1/2 of the S 1/2
of Sec. 36 and Lot No 1 and NW 1/4
of the NW 1/4 of Sec. 36 of Township
No 133 N. R. 38 W. 52 P. M.

By *Robert K. Whiteley*, C.E. Surveyor.
Witness my hand and seal this 14th day of September A.D. 1872.

By *Robert K. Whiteley*, C.E. Surveyor.
Witness my hand and seal this 14th day of September A.D. 1872.

By *Robert K. Whiteley*, C.E. Surveyor.
Witness my hand and seal this 14th day of September A.D. 1872.

Know all men by these presents, that I, *Robert K. Whiteley*, C.E. Surveyor, do hereby certify that the above plat of West Brainerd, Cass County, Minnesota, was duly surveyed and laid out in accordance with the laws of the State of Minnesota, and that the same is a true and correct copy of the original plat on file in my office, and that the same is a true and correct copy of the original plat on file in my office, and that the same is a true and correct copy of the original plat on file in my office.

By *Robert K. Whiteley*, C.E. Surveyor.
Witness my hand and seal this 14th day of September A.D. 1872.



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution - Alley Vacation - Block 164, Town of Brainerd

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): 5 Minutes

SUMMARY OF ISSUE: Attached to this request is a petition to vacate a platted alley within Block 164 in the Original Town of Brainerd plat, submitted by Whittier Capital Group LLC. A map of the proposed alley vacation is attached. The alley is a north-south alley located within the block between Holly and Grove Streets and North 7th and 8th Streets. The entire block is operated by Discovery Woods Montessori School. The alley does not show on GIS mapping, but however has never been officially vacated per records. The petition was reviewed by Council at the June 2nd, 2025 meeting and declared sufficient, and a public hearing was called for tonight's Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff reviewed this request for vacation and are recommending that the City Council, based upon the testimony received tonight, vacate the alley per the request. Attached is a recorded utility easement that the City obtained from the School District in 2010 within this alley for the purposes of the sanitary sewer main and other utilities.

RECOMMENDED ACTION/MOTION:

1. Staff recommends holding a public hearing to hear public testimony for or against the proposed vacation as submitted.
2. Staff recommends adoption of the attached resolution, in which vacates the alley, while reserving utility easements.

FINANCIAL IMPACT: N/A

**RESOLUTION
NO.**

**A RESOLUTION VACATING ALLEY RIGHT OF WAY UPON PETITION OF A MAJORITY OF
ABUTTING LANDOWNERS**

WHEREAS, a petition signed by the majority of property owners abutting a portion of platted alley right of way in the City of Brainerd and was received by the City Clerk on the 27th of May, 2025; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate the alley within Block 164 of the Town of Brainerd plat, legally described as:

All of the alley located within Block 164, Town of Brainerd. Subject to Easement of Record Granted to the City Of Brainerd on Doc #783994.

WHEREAS, a public hearing to consider the vacation of such alley was held on the 7th day of July, 2025, before the City Council in the City Hall located at 501 Laurel Street at 7:30 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 9th day of June, 2025 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

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

That such petition for vacation is hereby granted and the portion of the street described as follows is hereby vacated:

All of the alley located within Block 164, Town of Brainerd. Subject to Easement of Record Granted to the City Of Brainerd on Doc #783994.

Adopted this 7th day of July 2025

MIKE O'DAY
President of the Council

Adopted this 8th day of July 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

PETITION FOR STREET OR ALLEY VACATION

Date February 21, 20 25

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described alley hereby petition that such alley be vacated as follows: The alley in Block 164, Town of Brainerd.

in accordance with the provisions of Brainerd City Code Section 810 and Minnesota Statute 412.851.

NAME

ADDRESS

WHITTIER CAPITAL GROUP LLC 245 W POINT RD, EXCELSIOR, MN 55331

LEGAL DESCRIPTION

SIGNATURE

ALL OF BLOCK 164 (EXEMPT).
SUBJ TO ESMNT OF REC GRANTED
TO CITY OF BRAINERD ON DOC #783994.



STATE OF MINNESOTA }
 }
COUNTY OF Hennepin } ss

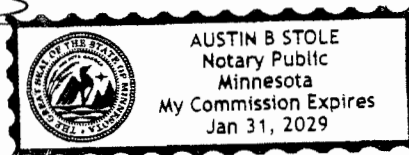
Michael Sohander, being duly sworn on oath, deposes and says that he/she is the property owner in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

Subscribed and sworn to before me

this 21 day of Feb., 2025



Notary Public



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Whittier Capital Group LLC for the vacation of all of the alley between North 7th Street and North 8th Street from Holly Street to Grove Street, legally described below:

All of the alley located within Block 164, Town of Brainerd. Subject to Easement of Record Granted to the City Of Brainerd on Doc #783994.

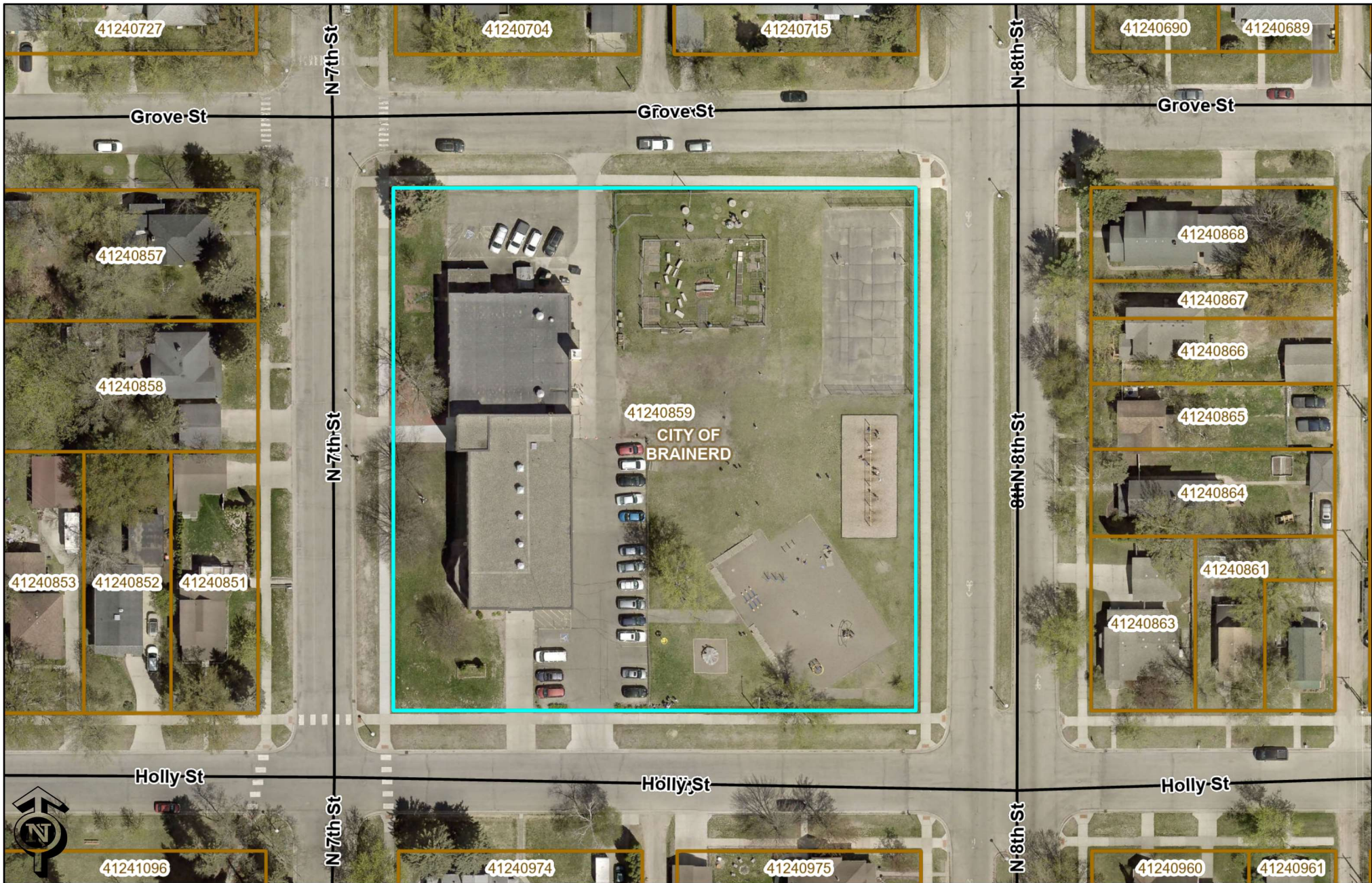
Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, July 7, 2025 to conduct a Public Hearing to consider said Vacation.

Such persons as desire to be heard with reference to the proposed vacation of said alley will be heard at this meeting.

Dated this 9th day of June, 2025

Nick Broyles
City Administrator

Publish - 2 times on
June 14th and 21st, 2025



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Block 164 - Town of Brainerd
Alley Vacation Petition

Date: 1/22/2025 Time: 4:53 PM

QUIT CLAIM DEED
(Corporation to Corporation)

CURRENT TAX CERTIFICATION
() REQUIRED (✓) NOT REQUIRED

No Delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (✓) not required
Certificate of Real Estate Value No. _____

August 3, 2010
(Date)

Deborah A. Erickson
County Auditor

by JK
Deputy

DEED TAX DUE HEREON: \$ 1.65

Date: August 3, 2010

Pt. 09196164000Z009
T #01005105

FOR VALUABLE CONSIDERATION, **INDEPENDENT SCHOOL DISTRICT 181, MINNESOTA**, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to **CITY OF BRAINERD**, a municipal corporation under the laws of Minnesota, Grantee, real property in Crow Wing County, Minnesota, described as follows:

A thirty (30) foot utility easement over, under and across that part Block 164, Town of Brainerd & 1st Addn to Brainerd, with a centerline commencing at a point, 150 feet east of the Southwest corner of said block, along the South line of said block, thence North 300 feet to the North line of said block,

together with all hereditaments and appurtenances belonging thereto.

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF CROW WING } ss.

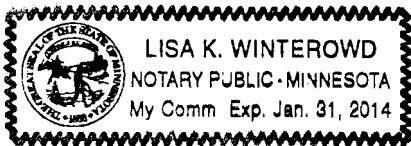
**INDEPENDENT SCHOOL DISTRICT 181,
MINNESOTA**

By: Kent Montgomery
Kent Montgomery, Chair

By: Ruth Nelson
Ruth Nelson, Clerk/Treasurer

The foregoing was acknowledged before me this 30th day of July, 2010, by Kent Montgomery and Ruth Nelson, the Chair and Clerk/Treasurer of Independent School District 181, Minnesota, a municipal corporation under the laws of Minnesota, on behalf of the District and its Board.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Lisa K. Winterowd

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to
(Include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

No Change

Thomas Fitzpatrick
Brainerd City Attorney
P.O. Box 367
Brainerd, MN 56468
218-828-2775
Attorney Registration No. 0029865

DATE Aug 3, 2010 REC# 18066
DEED TAX HEREON OF \$ 1.65
DEBORAH A. ERICKSON, BY JK
CROW WING COUNTY AUDITOR

4/16/2010 8:08:27 AM SEH FILE P:\AE\B\BROMN\111769\Easements\Sanitary school crossing.dgn

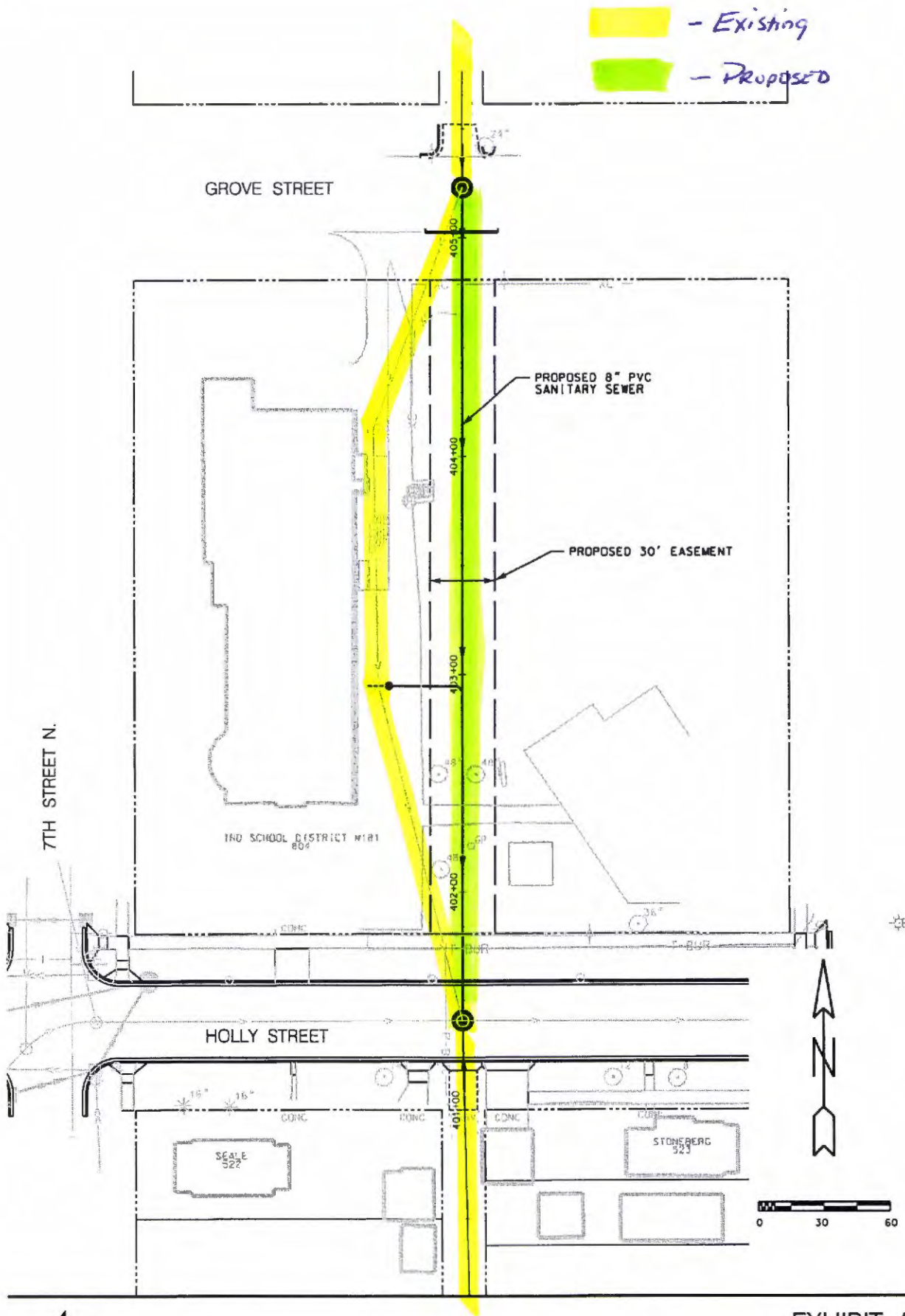


EXHIBIT A
EASEMENT FROM SCHOOL PROPERTY
BRainerd, MINNESOTA



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Approve Reapportionment of Assessment and Call for Public Hearing - Beaver Dam Road

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Staff is bringing a recommendation to have a deferred assessment from Improvement 05-18 (Beaver Dam Road) reapportioned. Originally, the parcel owned by Kenneth Lind (Legacy PIN 080332400000009) was assessed \$106,723.39, which was subsequently deferred until the parcel was subdivided by plat (or connections to the utilities were made). See attached Resolution 79:06 - Resolution Adopting Assessment. The spreadsheet showing the original assessment amount is also shown.

In 2011, a small portion in the northeast of the parcel was sold to Gregory and Patricia Jedlinski. With this sale, the County assigned the original PIN to the smaller parcel (Jedlinski) and assigned a new Legacy PIN to the remaining larger Lind parcel, 080332400A00009. However, without notice of this sale, we were not able to catch that the deferred assessment was then associated entirely with the smaller parcel as the deferred assessment was associated with the PIN.

At this time, the Lind Trust is looking to sell the property and ran an assessment search, which is how this was brought to staff's attention. In researching the history of the property, it appears that the Jedlinski home pre-dates the Beaver Dam project and the property would not receive any benefit from the project. Thus, if the Jedlinski property had been split prior to the project, this portion of the parcel would not have likely been included in the calculations for the assessment for the Beaver Dam project. Staff is recommending that the original assessment amount of \$106,723.39 be reapportioned to the Lind parcel, according to Minn. Stat. § 429.071, subds. 2, 3, minus the area of the Jedlinski parcel. This will require calling for a public hearing and notification to the affected property owners.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Of the total 1.88 acres of the Jedlinski property (41330756), approx. 1.24 acres is attributed to the parcel from Lind (41330757). Using the methodology that was adopted in 2006 for the assessment of Beaver Dam Road, the reapportionment would be as follows:

- Original methodology (cap) --> $(28.612 \text{ dry acres} - 1.24 \text{ Jedlinski acres}) \times \$4,733.84 \text{ acre rate} + 590 \text{ feet} \times \$132.21 \text{ front foot rate} = (\text{Using } 1/2 \text{ of each}) = \$103,788.40.$

As a check, the adopted assessment methodology was only based on an acre rate, not to exceed the original methodology amount.

- Adopted methodology --> $(28.612 \text{ dry acres} - 1.24 \text{ Jedlinski acres}) \times \$4,546.73 \text{ acre rate} = \$124,453.09.$ Thus, original methodology cap would have applied.

Staff would recommend that the assessment amount would be reapportioned as follows:

- Jedlinski (41330756): Deferred assessment removed from the parcel as the property would not receive any benefit from the Beaver Dam Road project.
- Lind Trust (41330757) = $\$103,788.40$ (reapportioned principal) + $\$59,678.33$ (interest) = $\$163,466.73.$

The Lind Trust parcel assessment would remain deferred until subdivided by plat or further division up to 50% of the original parcel area (per the recently updated assessment policy).

RECOMMENDED ACTION/MOTION: Staff recommends reapportionment of the Beaver Dam assessment as described above and to call for a public hearing on the matter at the August 4th Council meeting.

FINANCIAL IMPACT: N/A

CITY OF BRAINERD

**NOTICE OF REAPPORTIONMENT AND/OR
SUPPLEMENTAL ASSESSMENT**

_____, 2025

TO: Kenneth R. Lind Revocable Lifetime Trust
7986 Island Road
Eden Prairie, MN 55347-1121

Via Mail

Gregory A. and Patricia Jedlenski
9089 Dal-Mar Drive
Brainerd, MN 56401

Via Mail

Notice is hereby given that the Brainerd City Council will meet at 7:30 p.m. on _____, 2025, at City Hall, located at 501 Laurel Street, Brainerd, to consider reapportioning one of the assessments approved on November 21, 2006, concerning Improvement No. 05-18, Beaver Dam Road (Watermain and Sanitary Sewer). The proposed reapportionment pertains to an assessment imposed on a single property that was subsequently subdivided by metes and bounds into the following two properties:

XXX Beaver Dam Road
Brainerd, MN 56401
PID 41330757
Owner: Kenneth R. Lind Revocable Lifetime Trust

9089 Dal-Mar Drive
Brainerd, MN 56401
PID 41330756
Owners: Gregory A. and Patricia Jedlinski

Said reapportionment is authorized under Minn. Stat. § 429.071, subds. 1, 3. The Council shall hold a hearing on the proposed reapportionment and/or supplemental assessment on the date and at the time set forth above.

City Clerk

CITY IMPROVEMENT 05-18
ASSESSMENT SPREADSHEET

OWNER NAME	ADDRESS 1	ADDRESS 2	ASSESSMENT
FOREST PLATS, INC.	20758 COUNTY ROAD 3	MERRIFIELD, MN 56465	54,659.85
CITY OF BRAINERD	DANIEL VOGT ADMIN	CITY HALL	34,177.03
CARTER, DALE WM & MARION	15888 BEAVER DAM RD	BRAINERD MN 56401	13,389.37
CITY OF BRAINERD	DANIEL VOGT ADMIN	CITY HALL	72,594.71
CARTER, JON WILLIAM	15947 BEAVER DAM RD	BRAINERD, MN 56401	15,371.00
CARTER, DALE WM & MARION	15888 BEAVER DAM RD	BRAINERD MN 56401	29,930.93
LIND, KENNETH R	10331 DECATUR AVE S	BLOOMINGTON MN 55438	106,723.39
EIDE, BRUCE & SHELLEY M	8669 COLES WAY	BRAINERD MN 56401	51,328.29
TURNER, MARK & JESSICA	8704 COLES WAY	BRAINERD MN 56401	13,389.37
HOLDEN, GENEVIEVE M	15390 BEAVER DAM RD	BRAINERD MN 56401	-64,950.52 x
EIDE, CHARLES & FLORENCE (LIFE EST)	15371 BEAVER DAM RD	BRAINERD, MN 56401	133,305.57
HOLDEN, GENEVIEVE M	15390 BEAVER DAM RD	BRAINERD MN 56401	-38,002.94 x
HOLDEN, GENEVIEVE M	15390 BEAVER DAM RD	BRAINERD MN 56401	-13,389.37 x
KULSETH, TIMOTHY M & EILEEN M	15284 BEAVER DAM RD	BRAINERD MN 56401	59,629.16
EIDE, STEVEN C & MONICA A REV TRUST	15285 BEAVER DAM RD	BRAINERD, MN 56401	46,240.21
SELLNOW, DONALD W & RUBY	15152 BEAVER DAM RD	BRAINERD MN 56401	32,656.41
UHLMAN, JAMES & CAROL	15326 RUSSELL RD	BRAINERD MN 56401	25,472.75
HAHNERT, DOROTHY A	15265 BEAVER DAM RD	BRAINERD MN 56401	13,389.37
WALTERS, CRAIG G. & ANDREA D.	15259 BEAVER DAM ROAD	BRAINERD, MN 56401	60,933.25
FOREST PLATS, INC.	20758 COUNTY ROAD 3	MERRIFIELD, MN 56465	32,478.68
ASSESSMENT TOTAL			912,012.17
AMOUNT DEFERRED			805,240.43
REMAINING ASSESSMENTS			106,771.74

**RESOLUTION
NO. 79:06**

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the improvement of the following described streets, alleys, and utilities in the City of Brainerd:

IMPROVEMENT NO. 05-18

Beaver Dam Road from Northtown Street to CSAH 49

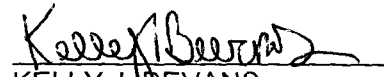
Watermain and Sanitary Sewer

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

1. Such proposed assessment, as amended, a copy of which is on file in the offices of the City Administrator and City Engineer, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment, levied against improved properties, shall be payable in equal annual installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday in January, 2007, and shall bear interest at the rate of five and three quarter (5 $\frac{3}{4}$) percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from November 6, 2006 until December 31, 2007. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. Assessments against unimproved properties being deferred pursuant to Minn. Stat. 429.061, subd. 2 may remain deferred until the property is subdivided by plat. If a connection is made to the utilities without the property being subdivided, a connection charge as determined by Council Resolution will either be payable or may be certified for collection in equal installments beginning with the next tax levy year and ending in 2016. The connection Charge shall be deducted from the deferred assessment. Interest on deferred assessments will accrue at the rate of five and three quarter (5 $\frac{3}{4}$) percent per annum through 2016. Upon the subdivision by plat of the unimproved property the deferred assessment shall become payable and may be divided among the parcels created and certified for collection in equal installments beginning with the next tax levy year and ending in 2016.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the Crow Wing County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and he or she may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid with interest accrued to December 31, of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31, of the next succeeding year.

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

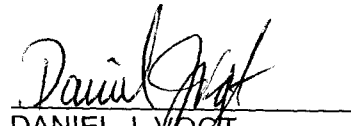
Adopted this 20th day of November, 2006.


KELLY J. BEVANS
President of the Council

Approved this 21st day of November, 2006.


JAMES E. WALLIN
Mayor

ATTEST:


DANIEL J. VOGT
City Administrator



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Beaver Dam Road Assessment Reapportionment

Date: 7/2/2025 Time: 10:15 AM



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Discuss Orderly Annexation of Riverside Drive

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community
Development Director, Jessie Dehn, City Engineer

DEPARTMENT: Community Development

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

ESTIMATED TIME (MIN): 10 min

SUMMARY OF ISSUE: In 2003, the City constructed a utility extension project along Riverside Drive. The project included extension of the watermain and sanitary sewer system from Jackson Street to east of Ashmun Road. Included with the construction was installation of water and sanitary sewer service lines to the right-of-way at parcels along Riverside Drive. It was the intention that this project would allow existing properties to connect to the City utility infrastructure and no longer use wells and septic systems for their water and sewer.

The City Council considered an Assessment/ Connection Policy for Riverside Drive at their June 2nd, 2003 meeting regarding properties outside its corporate boundaries that have the ability to connect to City water and sewer services. The policy was reviewed by City Attorney Fitzpatrick and was approved by a 6-1 majority vote. After the policy was enacted, MN State Statute changed regulations on how municipalities are allowed to force annexation. As a result, the City of Brainerd has no statutory authority to force municipal utility connection to properties outside its City limits. However, the City can require a property owner to petition for annexation in order to connect to municipal utilities. Cities can require residents within its boundaries to connect to municipal services once their septic system fails.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Based on the 2003 policy, staff believes that it was City Council's intention to annex properties along Riverside Drive that have availability to connect to municipal services. These properties would have been required to connect within three years or when their septic system failed. Through the annexation of the remaining unincorporated properties along Riverside Drive, the City can require property owners to connect to municipal services by ordinance.

City staff has held meetings with Crow Wing County regarding the proposed annexation of a portion of Riverside Drive. All properties proposed for annexation are in Unorganized 1st Assessment Territory. Attached is a map showing these properties highlighted in red. Annexation of the properties highlighted in red would create a single contiguous area along the Riverside Drive (and side streets) corridor that are mostly able to be served by municipal utilities northeasterly up to Shady Hills Trail. There are some areas that currently do not have accessible utilities (Karr Drive or half of Ashmun Road) but to keep one

contiguous area, staff recommends including these properties in the orderly annexation area with the intent that these properties could be served by utilities with a utility extension as part of a potential road project at a future time. There are currently areas in the City of Brainerd that are not able to be served by municipal utilities (i.e. 28th Street SE), thus there is precedent for inclusion of these properties in the proposed orderly annexation area for the reasons described.

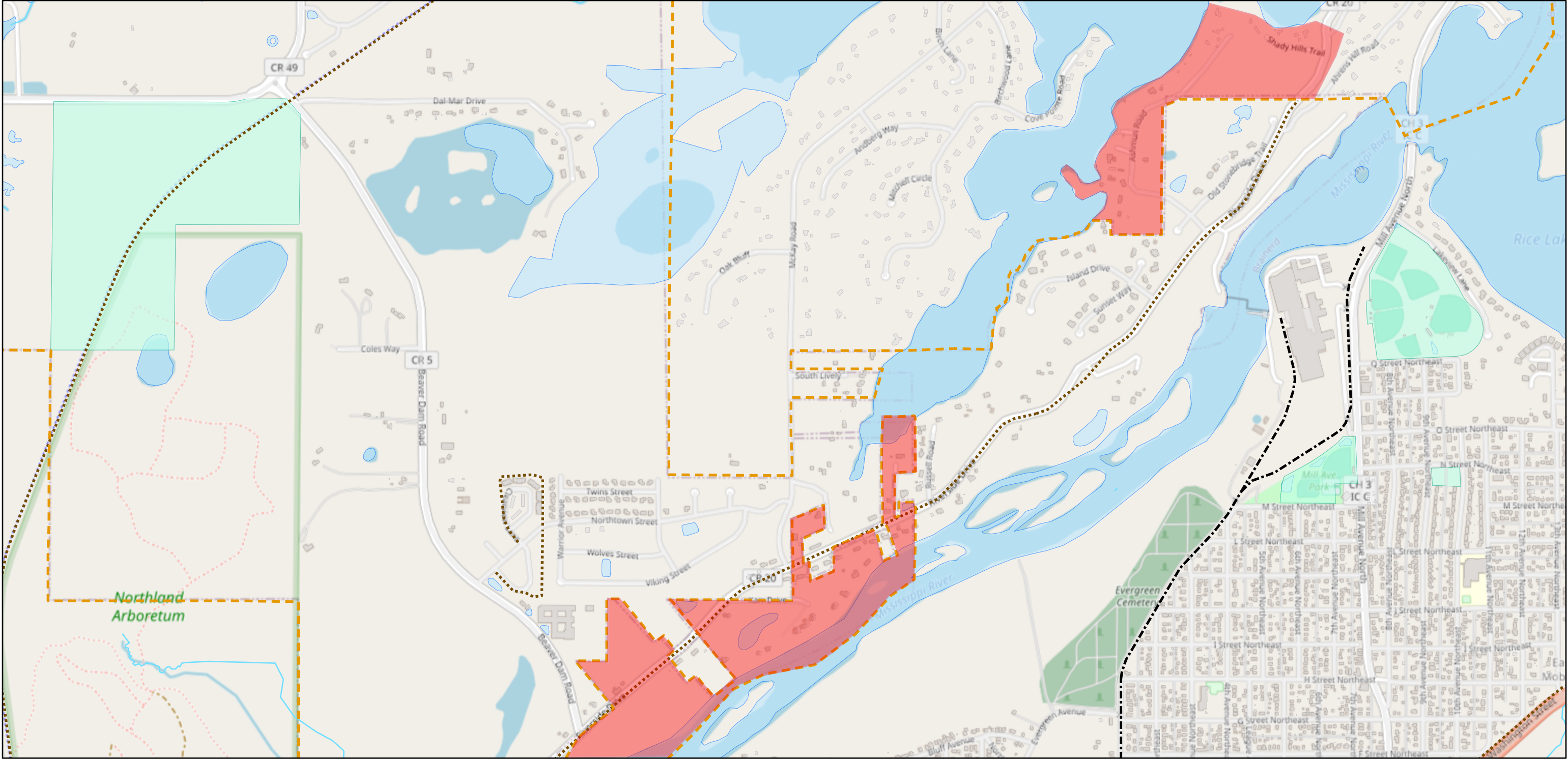
Prior to consideration of the annexation of Riverside Drive, City Council directed staff to review the Rural Service District and the deferred connection fees along Riverside Drive. City Council determined that all future deferred connections fees must be paid in full, including accrued interest. The City Council adopted Ordinance 1583 on June 2nd, which ensures that all future properties annexed into the City of Brainerd will be taxed at the general City tax rate and will not be eligible for the Rural Service District tax rate.

ORDERLY ANNEXATION IN DESIGNATED UNINCORPORATED AREA: One or more townships and one or more municipalities, by joint resolution, may designate an unincorporated area as in need of orderly annexation. One or more municipalities, by joint resolution with the county, may designate an unincorporated area in which there is no organized township government as in need of orderly annexation.

RECOMMENDED ACTION/MOTION: Staff recommends initiating the orderly annexation process for a portion of Riverside Drive as depicted in the proposed annexation map.

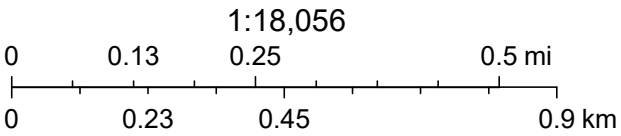
FINANCIAL IMPACT:

City of Brainerd



6/3/2024, 12:31:54 PM

 BrainerdOnline - City Limits



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CITY OF BRAINERD DIVISION OF LAND
INTO RURAL AND URBAN SERVICE DISTRICTS

It shall be the policy of the City of Brainerd that all lands annexed into the City that do not have municipal sewer and/or municipal water service to said lands at the time of annexation, be placed into a "rural service district", pursuant to Minnesota Statutes Section 272.67. Said district shall be taxed after annexation at a rate of eighty-eight percent (88%) of the total tax rate, as adjusted on an annual basis, in the urban service district. Annexed lands, or a portion thereof, that receive urban services, specifically municipal sewer and/or municipal water service, shall be transferred by the City to the urban service district and shall be taxed at a rate which is the same as all other properties located in the urban service district, beginning with the next succeeding calendar year.

The City of Brainerd shall annually review the status of all parcels located in rural service districts to determine whether such parcels continue to qualify for inclusion in the rural service district.

Adopted: July 17, 1995

CITY OF BRAINERD POLICY

CONSTRUCTION OF UTILITY IMPROVEMENTS

Pursuant to Petition - Properties Abutting the City

The City of Brainerd will, from time to time, construct municipal utility improvements outside of its corporate boundaries to areas that are abutting the City but haven't been annexed. In general, the City will provide such utilities to property requesting the improvements pursuant to a valid petition with the provision that all of the property benefiting from said improvements will be annexed into the City within one (1) year of the date of the utility petition and further, that upon annexation such property will be appropriately assessed for the costs of constructing such improvements. In addition, the City will require property owners to connect to the utility systems within three (3) years of availability of service provided that the property owner can show proof that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd 5., shall serve upon such owner or occupant ten days' notice in writing specifying the time when such municipal sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to municipal utility systems.

Prior to the construction of such utility improvements, the City must conduct a public hearing so that the affected property owners may have an opportunity to speak regarding the proposed project. The hearing, notices and procedures shall conform to the provisions of Minnesota Statutes, Chapter 429. Subsequent to the public hearing, the Council may, by a majority vote of those present, authorize the construction of the project.

Pursuant to Council Action - Properties Not Abutting the City

The City Council may, at its discretion, authorize the construction of utility improvements outside its corporate boundaries and not abutting the City by a majority vote of the Council. In order to pay for such costs, the Council hereby establishes a Water Connection Charge (WCC) and a 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.

It shall be the policy of the City that developed properties must connect to the municipal utility systems within three (3) years of availability of service provided that the existing private septic system satisfactorily passes a Certificate of Compliance Inspection as set forth in Minnesota Rule Chapter 7080. In the event the existing private system is, at the time of initial or subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the Brainerd Public Utilities Commission, pursuant to City Code Section 700.05, Subd.5, shall serve upon such owner or occupant ten days' notice in writing specifying the time when such sewer connection or connections must be made and completed. No repairs or improvements may be made to existing wells and/or individual septic systems on property having access to a municipal utility system.

The Water Connection Charge (WCC) and Sewer Connection Charge (SCC) set by City Council Resolution will remain in effect until repealed by the Council. Said Resolution may be adjusted periodically by the City Council.

A property owner who receives municipal utilities, must sign an agreement that a petition for annexation into the City for the property will be submitted as soon as practicable, pursuant to the appropriate statute, or risk disconnection of service.

6/2/03

Assessment/Connection Policy - Approved.

10/2/03
MOVED AND SECONDED BY ALDERMEN SCHEELER AND KOEP TO ADOPT THE ASSESSMENT/CONNECTION POLICY AS PRESENTED.

The Chair clarified the policy is for properties abutting municipal utilities and within the City, and for properties abutting municipal utilities and not currently within and/or abutting the City.

Alderman Olson noted the •2/3 vote of the Council• line has been deleted from the policy presented at tonight's meeting. He questioned why this was taken out of the policy as the Charter states utility improvements must be approved by a 2/3 vote of the Council.

City Administrator Vogt stated he has contacted Mr. Dave Kennedy, Kennedy & Bubul, who said the 2/3 majority is not required by Statute and that the City Charter would still need to be followed.

Alderman Fisher made reference to the inspection of septic systems as it refers in the policy to a •failing• system. She questioned if this is for a •failing• or a •non-compliant• system.

City Administrator Vogt noted the wording was taken from the existing Ordinance. The Chair asked if adding •non-compliant• in the wording would be acceptable.

Alderman Koep stated this becomes more burdensome for the property owners.

MOVED BY ALDERMEN FISHER TO AMEND THE WORDING AND ADD •NON-COMPLIANT• TO THE WORDING IN THE POLICY.

Motion failed for lack of a second.

Alderman Olson reiterated he would not support this policy unless the •2/3 Council vote• is included.

Alderman Olson stated he prepared a draft policy regarding Riverside Drive improvements with the assistance of City Attorney Fitzpatrick.

Members Koep, Nesheim, Scheeler, Bevans, Fisher and Dehen voted •aye•. Member Olson voted •nay•. The Chair declared the motion carried.



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Consider Variance Request to Allow a Reduced Parking Setback - 525 Washington 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 minutes

SUMMARY OF ISSUE:

Hy-Tec Construction, on behalf of Jake Brandt State Farm Agency, has submitted a variance request to allow for a rear parking lot with a zero-foot setback to the alley at 525 Washington St. This property is located in the CC (Commercial Corridor) Zoning District. The structure that is shown on parcel 41241427 has since been removed.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their meeting on June 18th. The motion coming out of the meeting was as follows:

Moved and seconded by Commissioners Erickson and Higgins, duly carried, to recommend approval of the variance for reduced setbacks at 525 Washington St. as presented.

RECOMMENDED ACTION/MOTION:

Recommend approval of the variance request at 525 Washington St. for a zero-foot rear yard setback for off-street parking.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: June 18th, 2025

RE: Variance Request to Allow for a Non-Screened Parking Lot – 525 Washington St

REQUEST

PUBLIC HEARING. Variance to Allow a Non-Screened Parking Lot with Reduced Setbacks

Hy-Tec Construction, on behalf of Jake Brandt State Farm Agency, has submitted a variance request to allow for a non-screened rear parking lot with a zero-foot setback to the alley at 525 Washington St. This property is located in the CC (Commercial Corridor) Zoning District. The house that is shown on parcel 41241427 has since been removed.

CONTEXT

Parcel Number(s): 41241428 and 41241427

Property Area: Approximately 10,507 sq ft

Adjacent Uses: North: Four-plex Rental Property
East: Commercial Property
South: Commercial Retail Property
West: Commercial Retail Property

Adjacent Zoning: North: TN-2 (Traditional Neighborhood 2) Zoning District
East: CC (Commercial Corridor) Zoning District
South: CC (Commercial Corridor) Zoning District
West: CC (Commercial Corridor) Zoning District

AERIAL MAP



FINDINGS OF FACT

1. The property at 525 Washington St Brainerd, MN 56401 is in the CC (Commercial Corridor) Zoning District.
 - a. [Section 515-4-10.1](#) States that 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.
 - i. *The applicant proposes (5) new parking spaces in the area abutting the alley. As the new parking area has under (10) spaces, it does not require screening.*
 - b. [Section 515-4-12.F.6](#) States that non-residential uses in residential Zoning Districts and uses in all other Zoning Districts, driveways and parking stalls shall be set back a minimum of three (3) feet from side and rear property lines.
 - i. *The applicant proposes a zero-foot setback for the parking lot/ driveway to the rear property line.*
2. [Section 515-5-4.B.3](#), General Provisions and Evaluation Criteria. – Variances shall only be permitted:
 - a. When they are in harmony with the general purposes and intent of the ordinance and
 - i. *The purpose and intent of the CC District is to provide zoning regulation flexibility to permit development consistent with land use patterns along the Washington Street corridor from the river to 6th Avenue NE that support walkable development patterns and connections to the neighborhoods.*

- ii. *The applicant is currently expanding his insurance business which is permitted in the Commercial Corridor Zoning District.*
 - iii. *All other plans and design details conform to the Zoning Code.*
- 3. [Section 515-5-4.B.4](#), Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Ordinance;
 - a. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
 - i. *The applicant is maximizing the property's buildable area according to the proposed plan and would like to expand his business.*
 - ii. *The elimination of on-street parking along Washington Street due to the reconstruction project is the contributing factor for this request, which was not caused by the landowner.*
 - iii. *The applicant would like to reserve these new spaces for customers.*
 - b. The variance, if granted, will not alter the essential character of the locality.
 - i. *Most properties located in the CC District have zero-foot setbacks to the rear property line for their driveways and parking lots.*
 - c. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.
 - i. *The request is not due to economic considerations.*
- 4. Section 515-5-4. B.5, The Board may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
 - a. *Staff do not recommend applying any additional conditions to this variance request.*

At the time of this writing, no party has contacted the Community Development Department regarding the variance request.

The Planning Commission should consider removing the three-foot rear yard setback requirement for parking lots for Commercial Corridor District properties that abut an alley.

STAFF RECOMMENDATION

The Community Development Department recommend the approval of this Variance request as presented.



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: 525 WASHINGTON STREET

LEGAL DESCRIPTION: Lot(s): 7 Block: 46 Addition: _____

(attach description if lengthy) TOWN OF BRAINERD FIRST ADDITION TO BRAS 80 FT OF LOTS 7, 8 & 9 BLOCK 46 & E 6 FT OF
TOWN OF BRAINERD FIRST ADDITION TO BRAS 80 FT OF LOT 10 BLOCK 46.

Property Owner Name: JAKE BRANDT

Street Address: 525 WASHINGTON STREET City: BRAINERD State: MN Zip Code 56401

Phone Number: (218) 454-2888 Fax: _____ E-mail: jake.brandt.ugm3@statefarm.com

Applicant Name: (If different than Property Owner) HY-TEC CONSTRUCTION

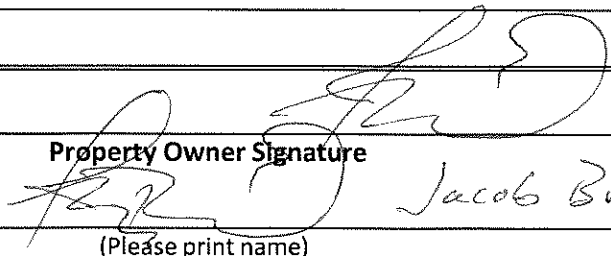
Street Address: 11360 BUSINESS 371 City: BRAINERD State: MN Zip Code: 56401

Phone Number: (218) 829-8529 Fax: _____ E-mail: office@hytecconstruction.com

Description of Request: _____

Requesting to add non-screened parking to the north side of the property for employees and customers.

Property Owner Signature

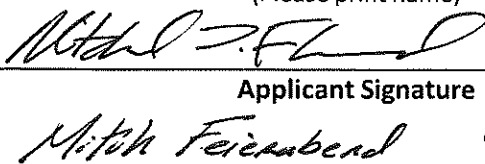

Jacob Brandt

(Please print name)

Date

5-27-2025

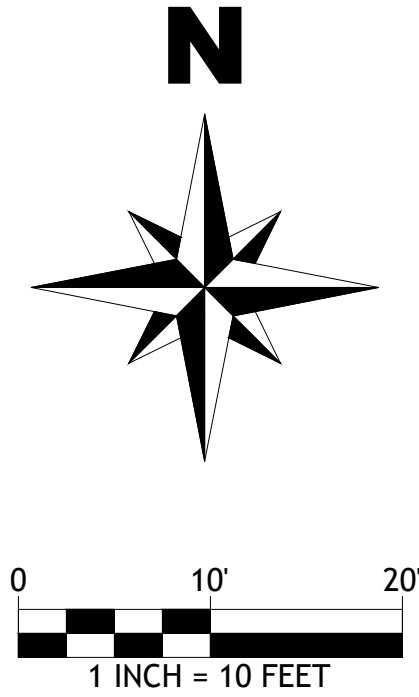
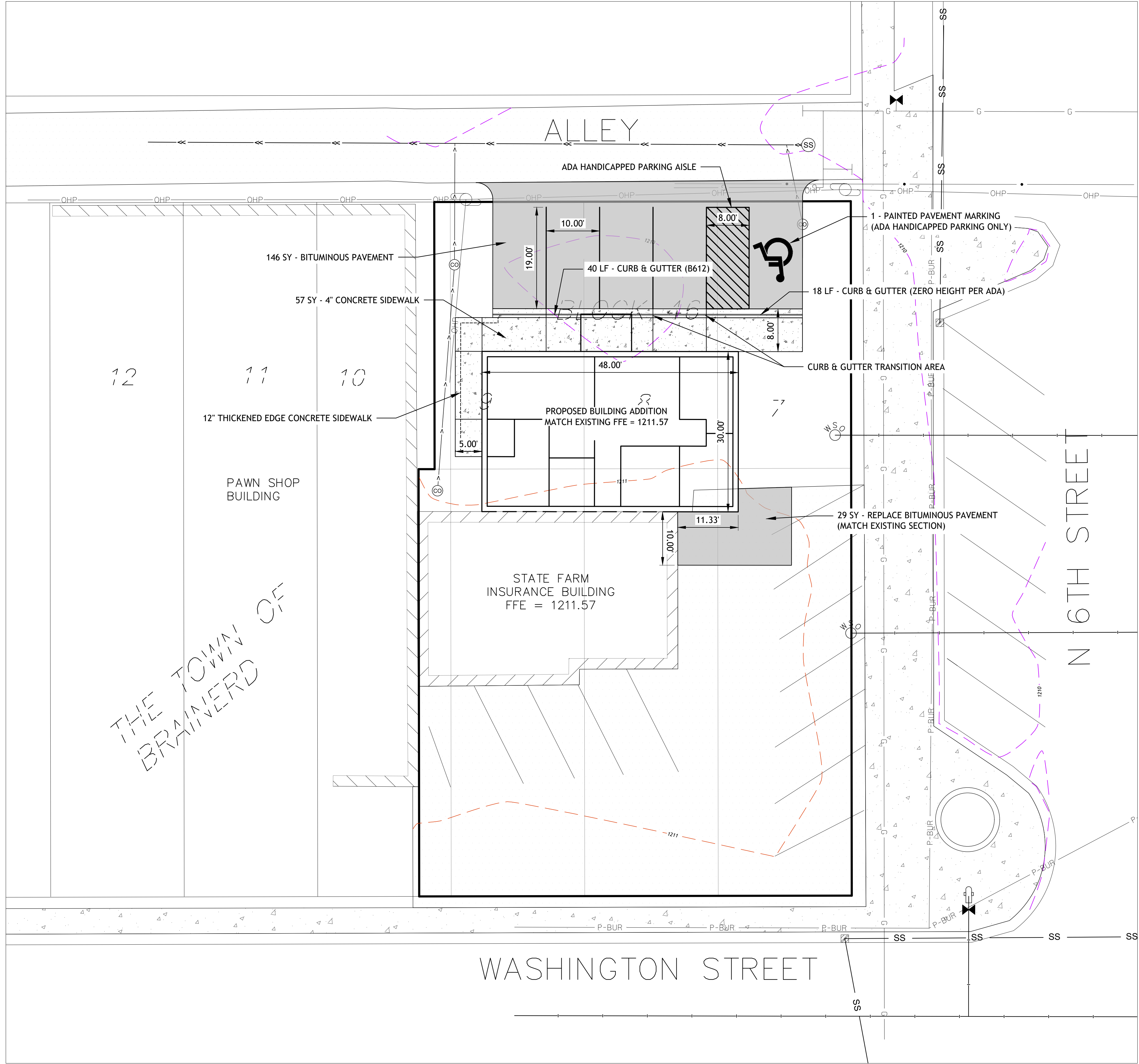
Applicant Signature


Mitch Feinabend Hy-Tec Construction

(Please print name)

Date

MAY 27-2025



LEGEND:

- PROPOSED BUILDING
- PROPOSED PAINTED PAVEMENT MARKING
- PROPOSED CURB & GUTTER (B612)
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE SIDEWALK

SITE PLAN NOTES

- CONTRACTOR SHALL VERIFY FIELD CONDITIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK WILL MATCH EXISTING. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
- CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS AND ANY REQUIRED DEPARTMENT OF LABOR AND INDUSTRY (DOLI) PLAN REVIEWS, FROM THE APPROPRIATE AUTHORITIES, DEPARTMENTS, AND/OR AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING WORK.
- STREET WIDTHS ARE SHOWN FROM EDGE OF BITUMINOUS TO EDGE OF BITUMINOUS.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2013 ED. OF THE "CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS" - 2600 TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION, 2611 WATERMAIN AND SERVICE LINE INSTALLATION, 2621 SANITARY SEWER AND STORM SEWER INSTALLATION, AND TO THE 2018 EDITION OF "MNDOT STANDARD SPECIFICATION FOR CONSTRUCTION" AND THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY (DOLI) "2015 MINNESOTA PLUMBING CODE". THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EARTHWORK QUANTITIES WHICH THE CONTRACTOR'S BID SHALL BE BASED ON.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS, AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY, COUNTY, OR STATE, AS APPLICABLE.

JAKE BRANDT - STATE FARM BUILDING ADDITION
HY-TEC CONSTRUCTION OF BRAINERD, INC.
SECTION 24, TOWNSHIP 45, RANGE 31
CITY OF BRAINERD, CROW WING COUNTY, MN

DATE: 4-14-2025
DESIGNED: TAP
CHECKED: TAP
SCALE: AS SHOWN

Site Plan

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

Signature: *Tony Poehl* TONY POEHL L.C. NO. 56606 4-14-2025 DATE

PROJECT NO. HYTEC2501

KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING

NO.	REVISION	DATE

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Hy-Tec Construction has submitted a variance request for 525 Washington St. Brainerd, MN 56401. This property is located in the Commercial Corridor (CC) Zoning District. The variance request is to allow the addition of a non-screened parking lot on the north side of the property for customer and employee parking and to have a zero foot setback to the rear property line. According to Section 515-4-12 Off Street Parking, for uses in all other Zoning Districts, driveways and parking stalls shall be set back a minimum of three (3) feet from side and rear property lines.

*TOWN OF BRAINERD FIRST ADDITION TO BRAINERD S 80 FT OF LOTS 7, 8, & 9 &
E 6 FT OF S 80 FT OF LOT 10 BLOCK 46
P.I.N. 41241428*

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, June 18th, 2025, in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the variance request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of June 2025



James Kramvik
Community Development Director

Publication Date: June 7th, 2025



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Consider Fire Escrow for 614 Front Street

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:

A fire occurred at 614 Front Street on June 4th, 2025. 614 Front Street is a mixed-use building containing three commercial tenants with second floor apartments. The Fire Department had to cut holes in the roof to ensure the fire was completely extinguished. In addition to the roof, there are other concerns about the structural integrity of the building. The property owner is currently working with an architectural firm and structural engineer to potentially repair the building and has so far received a positive review of the building.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The City of Brainerd is allowed to hold a 25% escrow from the final insurance payout of fire-damaged structures. According to Section 420 of the City Code, all buildings damaged by fire shall be repaired or razed within a reasonable period of time from the date of the occurrence of the fire. In all instances, however, repairs or demolition of a damaged building must commence within 90 days after said occurrence.

Mr. Pueringer has begun to remove the debris from the fire and will be applying for an interior demolition permit. Building permits and plans for the remodel of 614 Front Street have not yet been received or reviewed by the Community Development Department as the owner is in the initial phase of a potential remodel project. The insurance company has reached out to City staff, and staff have requested that the City hold the 25% fire escrow due to the size and unknowns of the structure.

If a property owner does not demolish or remodel a fire-damaged building, the City will be responsible for demolition of the structure and incurred costs will be assessed to the property. The fire escrow can be used by the City to either demolish or remodel the structure without the City utilizing funds from the general fund and later assessing the property. A large assessment makes a property much more difficult to redevelop.

Mr. Pueringer is requesting that the City waive their right to hold a fire escrow as the funds will be needed for the remodel project. If the escrow is received by the City, the funds can only be returned

when the building is either demolished or remodeled and has received a certificate of occupancy.

Note: The demolition of the Thrifty White building was over \$350,000.

RECOMMENDED ACTION/MOTION:

Option 1) Direct Staff to request the fire escrow from the insurance company.

Option 2) Direct Staff to waive the fire escrow.

FINANCIAL IMPACT:

Fire Escrow Summary

Withholding funds

When a property owner files a claim, the insurer must withhold from payment the lesser of either:

- 25% of the actual cash value of the insured's real estate property at the time of loss
- Or 25% of the final settlement.

The final settlement amount cannot include the payment of policy proceeds for personal property, contents coverage, or additional coverage not contained in the fire coverage portion of the fire insurance policy. Additionally, the escrow policy process applies only to final settlements that exceed 49% of the insurance on the insured real property.

The requirement to withhold portions of the insurance settlement does not apply if **all** the following conditions occur:

- Within 30 days after agreement on a final settlement between the insured and the insurer, the insured has filed with the insurer evidence of a contract to repair.
- The insured consents to the payment of funds directly to the contractor performing the repair services.
- Upon receipt of the contract to repair, the insurer gives notice to the city that there will not be a withholding under this section because of the repair contract.

Releasing funds from the account:

There are several situations that trigger the release of the escrow funds:

1. **Bank/Lender**- If the mortgage on the insured property is in default, the lender may make a written request to have the funds released. The funds must be released no later than 10 days after receiving the written request.
2. **Insured** - Two situations where the funds must be released to the insured:
 - a. When it has shown that the damaged or destroyed portions of the insured structure have been repaired or replaced. If not all repairs or replacements have been made, the city may withhold the amount that is needed to complete the repair or replacement.
 - b. When it has been shown that the damaged or destroyed structure and all remnants have been removed.
3. **Third-party contractor** - There is one situation where the funds are released to a third-party contractor and not the insured:
 - a. When it has been shown that the insured has entered into a contract for repair, replacement, or removal. The insured must consent to payment of the funds directly to the contractor performing the services.

Use of funds

If reasonable proof has not been given within 45 days after the funds were received. The city may use the funds to secure, repair, or demolish the damaged or destroyed structure so that the structure or property is brought into compliance with local code requirements. Any unused portion of the funds must be returned to the insured.

If any action is required prior to the 45 days, the city may release any special assessment placed on the property and reimburse itself from the retained funds after the 45 days have lapsed.

No more than 15 % of the funds used by the city may be attributed to administrative expenses.

From: David Pueringer <davep@pueringerinvestments.com>
Sent: Wednesday, July 2, 2025 1:56 AM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: Please forward this to the Brainerd City Council.:

Request to forgo the city deposit of \$177000.00 deposit.

This is a request to allow me to rebuild my building where the fire happened on 616 Front St. Brainerd without the city having to place my insurance funds in escrow with the city. This will cause a lot of time wasting on the city's part as staff will have to inspect multiple times as every time a bill comes up, the city will need to verify that the job has been completed. whatever the size of the bills. It will also make my costs go up as I would have to send staff to escort your staff to inspect, and spend extra time and money on extra paperwork.

We have already put a temporary roof over the burned area. started the renovations and paperworks as follows. We have hired an engineering company to design a safe way to rebuild the roof. They should be complete with their drawings within about two weeks. The engineers suggested we hire a brick and brick contractor to inspect and repair be sure there are no structural damages that are left unsafe. . I forwarded a note to James Kravik from the engineer stating that we should have the bricks inspected by an expert. The mason expert is scheduled for about two weeks from now. Burt electric has worked with us and power is being restored to the first two stores tomorrow. We have begun cleaning up the burned debris inside, and should have initial clean ups done in about 5 days. We plan on rebuilding the building asap. as the businesses have been here many years and are a very important part of Brainerd commerce.

We have been a part of the downtown for over 45 years, and have renovated and fixed multiple buildings in the city,, and we have a very good reputation with the city. We intend to repair this building as soon as we get the go ahead for the full remodel.. We feel we have earned the city's trust. The city and us do not need to be put through a lot of extra costs and inspections just to handle our money. We have been here, and we are going to continue to be here. Your consideration and cooperation on this request is appreciated,

Sincerely,
David Pueringer



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: First Reading - Proposed Ordinance 1588 to Amend Section 515-3 Allowed Uses; Appendix A Table of Uses to Allow Office/Business in the GI District

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 2 min

SUMMARY OF ISSUE:

The City/ EDA received a formal Letter of Intent (LOI) from River Birch Investments, LLC, which is partnered with Central Minnesota Dermatology, an existing local dermatology business. They are interested in the \$1/acre incentive program which would allow them to build and develop a new dermatology clinic on Lots 1, 2 and 3 of Block 5.

Their LOI provides an overview of their interest, along with current and future plans for development of the lots. They have expressed a strong desire to stay in Brainerd and are excited for the opportunity to build a new facility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Office businesses/ medical clinics are currently not an allowed use in the General Industrial (GI) Zoning District. The Planning Commission is currently working on an update to the Allowed Uses Table and office business use in the GI District is a staff recommendation. However, the Allowed Uses Table amendment timeline for completion does not align with the investment company's timeline for the project. Staff propose to update the Allowed Uses Table immediately to allow office business in the GI District.

The Planning Commission considered the proposed ordinance and unanimously recommended approval at their June 18th meeting.

RECOMMENDED ACTION/MOTION:

1) Conduct the first reading of Proposed Ordinance 1588 and dispense with the actual reading.
Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: June 18th, 2025

RE: Consider Proposed Ordinance to Amend Section 515-3 Allowed Uses, Appendix A Table of Uses to Allow Office/Business in the GI District

INTRODUCTION

The City/ EDA received a formal Letter of Intent (LOI) from River Birch Investments, LLC, which is partnered with Central Minnesota Dermatology, an existing local dermatology business. They are interested in the \$1/acre incentive program which would allow them to build and develop a new dermatology clinic on Lots 1, 2 and 3 of Block 5.

Their LOI provides an overview of their interest, along with current and future plans for development of the lots. They have expressed a strong desire to stay in Brainerd and are excited for the opportunity to build a new facility.

CURRENT ISSUE

Office businesses/ medical clinics are currently not an allowed use in the General Industrial (GI) Zoning District. The Planning Commission is currently working on an update to the Allowed Uses Table and office business use in the GI District is a staff recommendation. However, the Allowed Uses Table amendment timeline for completion does not align with the investment company's timeline for the project. Staff propose to update the Allowed Uses Table immediately to allow office business in the GI District.

The EDA motioned and approved a recommendation to the Planning Commission that this use is compatible with the GI District and should be allowed.

STAFF RECOMMENDATION

Hold a public hearing and recommend approval of the proposed ordinance as presented.

**ORDINANCE
NO. 15XX**

AN ORDINANCE AMENDING SECTION 515-3 OF THE ZONING CODE

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on June 18th, 2025

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

SECTION ONE: Section 515-3 Appendix A Table of Uses (Commercial/ General Business Uses) is hereby amended with the following new underlined language added to the table:

ZONING DISTRICT	Section Reference	RL-1	RL-2	GL	CN-1	CN-2	TN-1	TN-2	TN-3	GC	CC	TC	MS	ME	GI	PSP	P
Office businesses – (general use, medical clinic)								C	C	P	P	P	P	<u>P</u>	<u>P</u>		

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

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

NOTICE OF HEARING

Notice is hereby given that the City of Brainerd Planning Commission will be conducting a public hearing to consider a proposed ordinance amending Section 515-3 Allowed Uses, Appendix A: Table of Uses of the Zoning Code. The purpose of this ordinance is to permit office business – (general use, medical clinic) in the (GI) General Industrial Zoning District. Office business is currently not allowed in the GI District.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, June 18th, 2025, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the proposed ordinance.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of June, 2025

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

James Kramvik
Community Development Director

Publication Date: June 7th, 2025



MEMO

To: Members of Brainerd EDA

CC: James Kramvik, Community Development Director

From: Jennifer Haskamp, AICP,
Kamp Real Estate & Development

Date: June 2, 2025

RE: Letter of Intent (LOI) for Lots 1-3 Block 5, Thiesse Industrial Park

As the EDA is aware, Kamp has actively been marketing the Thiesse Industrial Park lots for the past several months. Since the new year, we have received four serious buyer inquiries, some of which have moved on, and others that are in various stages of due diligence. We received a formal Letter of Intent (LOI) from River Birch Investments, LLC who is partnered with Central Minnesota Dermatology, an existing local dermatology business. They are interested in the \$1/acre incentive program which would allow them to build and develop a new dermatology clinic on Lots 1, 2 and 3 of Block 5. (The LOI will be sent to EDA members under separate cover.)

Kamp has been working with their Administrator for the past couple of months as they worked through initial site due diligence. It is our understanding that they have completed a significant amount of due diligence including site visits, initial site planning, building design and space programming and have determined that the Thiesse lots would be a great fit for their future operations.

Their LOI provides an overview of their interest, current and future plans for development of the lots. They have expressed a strong desire to stay in Brainerd and are excited for the opportunity to build a new facility. We are excited to bring this offer forward, and look forward to working with River Birch Investments, the EDA and City Council to bring this project to fruition. Next steps include:

- EDA and City Council acceptance of the LOI
- Update Table of Uses to allow medical uses in the industrial zoning districts
- Buyer provides necessary security to initial Purchase and Development Agreement (PDA) process
- Purchase and Development Agreement for Lots 1, 2, and 3, Block 5 Thiesse Industrial Park

June 2, 2025

Jennifer Haskamp
Kamp Real Estate & Development
jhaskamp@kamp-mn.com

Dear Jennifer,

I am excited to present on behalf of River Birch Investments, LLC this letter of intent to purchase lots in the Thiesse Industrial Park utilizing the \$1 / Acre Land Credit Program. River Birch Investments is interested in purchasing Lots 1, 2 and 3 of Block 5. Ideally, we could combine Lots 1 and 2 to construct an approximately 8000 square foot two-story medical building (approximately 4000 sq ft each level) as well as adequate parking for employees and patients. I am the physician owner of Central Minnesota Dermatology and intend to lease this medical campus as soon as it is available for occupancy.

Ideally, we would like to include Lot 3 in the purchase to give us an opportunity to expand in the future. Central Minnesota Dermatology has grown considerably, both in the medical and cosmetic services offered, and I would like to have the adjacent lot available to construct another building, if feasible. The building could be potentially for expanded Central Minnesota Dermatology services or to lease to another business that is complementary in nature. I have no way of predicting the future, so the request for Lot 3 would be to allow for future development, but not require it, in the event it isn't financially feasible for River Birch Investments to construct another building.

I respectfully request approval to move forward with applying for the Land Credit Program. I understand that the lots I am requesting to purchase are currently zoned for industrial use. If approval is granted to apply for the Program, I would also like to request permission to use the lots for medical services, either through re-zoning or a Conditional Use Permit.

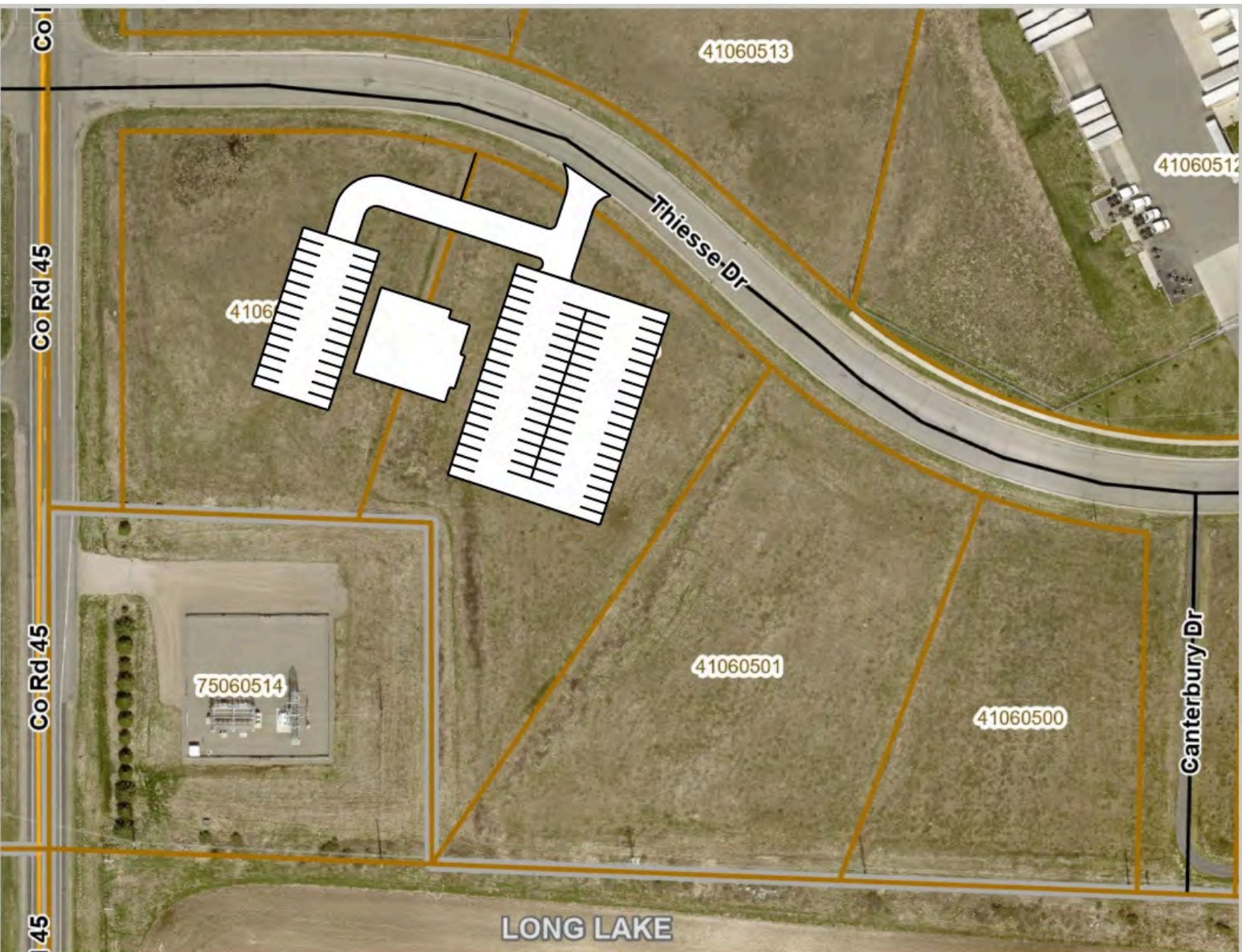
We are eager to partner with the Brainerd EDA to develop land in the Thiesse Industrial Park. I feel this would benefit not only my ability to provide services to patients living in the Brainerd Lakes Area, but all Brainerd residents.

Sincerely,



Kristina M. Britton, MD

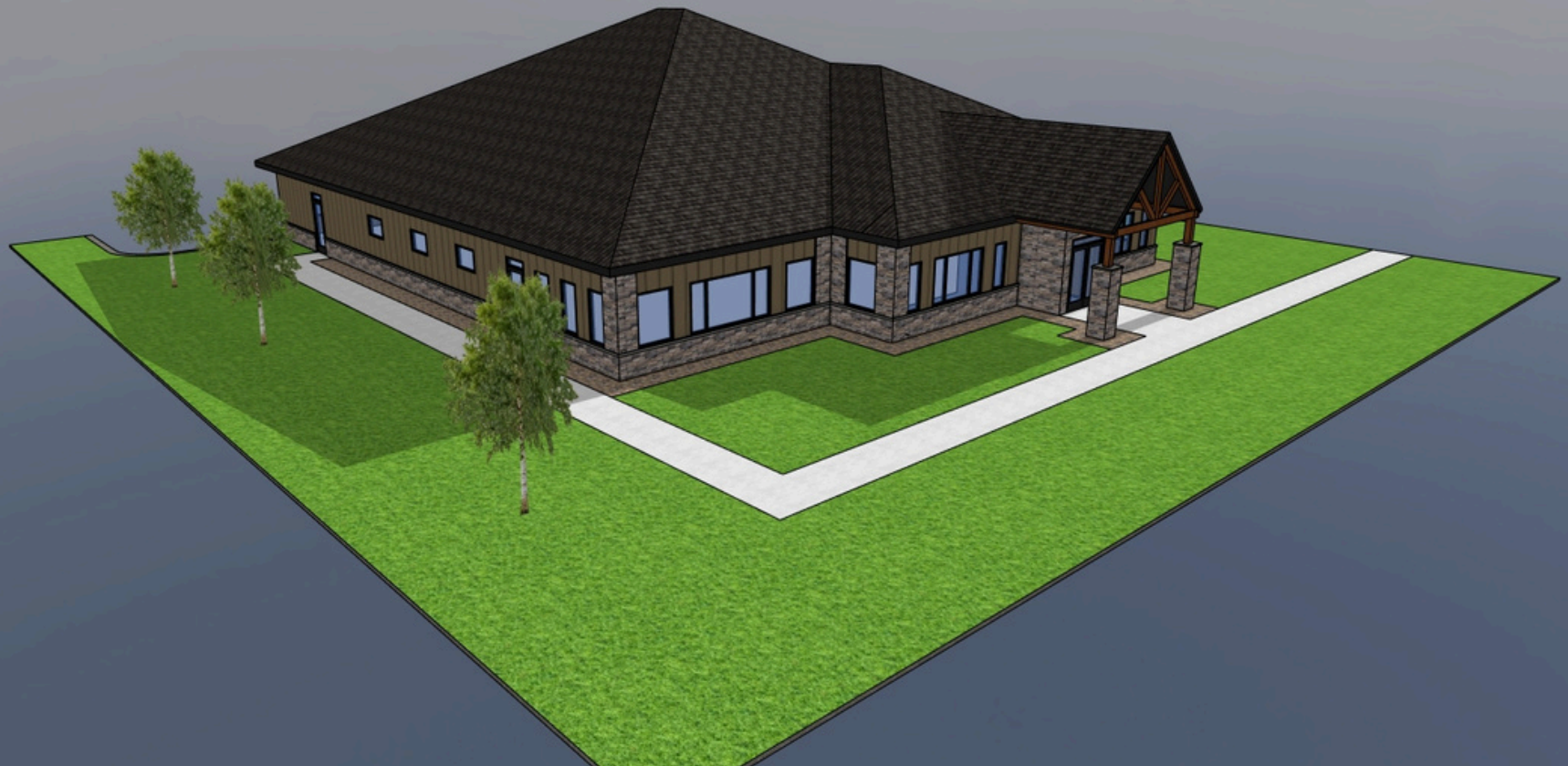
Cc: James Kramvik, Community Development Director



320.253.3301



Gmumm@keystonedb.com



KEYSTONE
DESIGN BUILD, INC.





City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: First Reading - Proposed Ordinance 1589 to Amend Section 515-4-11 Fence Standards

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 2 min

SUMMARY OF ISSUE:

According to Section 515-4-11 Fence Standards of the Zoning Code, fences may be located in any yard up to a height of four (4) feet. A fence up to six and one-half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

Corner lot property owners consistently have issues with the construction of backyard privacy fences. The fence often bisects the property, splitting the backyard in half. Staff have attached two images of houses within one block of each other that have rear yard fence issues because the primary structure is set far from the side yard corner setback.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Proposed Ordinance Language: For corner properties, if the rear yard abuts an alley, a fence up to six and one-half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side corner lot line, and then along the side corner lot line to the rear lot line.

The Planning Commission considered the proposed ordinance and unanimously recommended approval at their June 18th meeting.

RECOMMENDED ACTION/MOTION:

1) Conduct the first reading of Proposed Ordinance 1589 and dispense with the actual reading.

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

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: June 18th, 2025

RE: Consider Proposed Ordinance to Amend Section 515-4-11 Fence Standards

INTRODUCTION

According to Section 515-4-11 Fence Standards of the Zoning Code, fences may be located in any yard up to a height of four (4) feet. A fence up to six and one-half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

Corner lots have two front facades as the house faces two streets. Permitted corner lot fence construction is depicted in Figure 515-4-11.1, which is included as an attachment.

CURRENT ISSUE

Corner lot property owners consistently have issues with the construction of backyard privacy fences. The fence often bisects the property, splitting the backyard in half. Staff have attached two images of houses within one block of each other that have rear yard fence issues because the primary structure is set far from the side yard corner setback. Along with Council Member Johnson, staff recommend potential changes for corner properties in which a rear yard abuts an alley. Variances should not be a remedy for these instances due to the high volume of properties that experience the same difficulties. The findings would not indicate a practical difficulty unique to the site.

However, staff do not recommend a change for corner properties that abut another property line as the increase in fence height may impact the neighboring property's front yard. Variances should be reserved for those instances.

Proposed Language: For corner properties, if the rear yard abuts an alley, a fence up to six and one half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side corner lot line, and then along the side corner lot line to the rear lot line.

STAFF RECOMMENDATION

Hold a public hearing and recommend approval of the proposed ordinance as presented.

**ORDINANCE
NO. 15XX**

AN ORDINANCE AMENDING SECTION 515-4-11 OF THE ZONING CODE

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on June 18th, 2025

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

SECTION ONE: Purpose: The purpose of this ordinance is to allow for an increase in fence height for corner lot properties that abut an alley. Rear yards that abut an alley do not impact neighboring properties and therefore fence regulations should be more consistent with all other properties in the City of Brainerd.

SECTION TWO: Section 515-4-11.F Fence Height is hereby amended with the following new underlined language added:

F. Fence Height

1. Fences may be located in any yard up to a height of four (4) feet.
2. Except as prohibited by Section [D] a fence up to six and one half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).
 - 2.a. For corner properties, if the rear yard abuts an alley, a fence up to six and one half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side corner lot line, and then along the side corner lot line to the rear lot line.
3. Fence height shall be measured from the adjacent ground level to the top of the fence section on the side facing the neighboring property. Fence posts above the fence section and ornamental post features are exempt from the height limits.

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

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

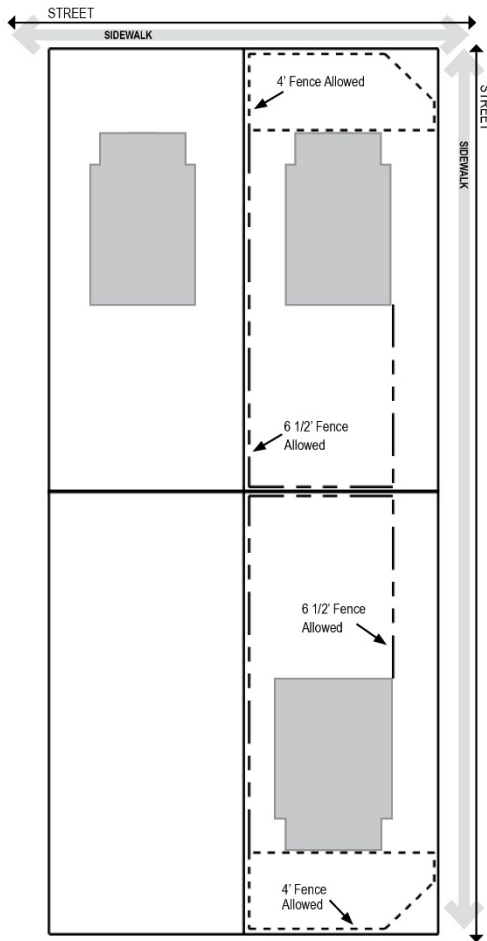
BRAINERD, MN
Chapter 515 ZONING

515-4-11 Fence Standards.

- A. **Permit Required.** A fence permit is required for any fence, partition, structure, wall, or gate constructed within the required yard.
- B. **Fence Exemptions.** Fences which are ninety (90) percent open (barb wire, chain link, woven wire, and other similar type fences) which are used for containing non-domestic animals within the RL-1, RL-2 and GL Zoning Districts are not subject to the provisions of this Section and do not require a fence permit.
- C. **Fencing Sketch Plan.** An application for a fence permit shall be accompanied by a scaled Sketch Plan providing lot dimensions, the location of existing buildings, structures, and easements on the lot, and the location of the proposed fence. Burden of proof for property line and pin locations shall be the responsibility of the property owner.
- D. **Fence Location.** All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing, that such fence may be erected on the common property line of the respective properties.
1. No fence or wall shall be permitted on public rights-of-way.
 2. Traffic visibility requirements set forth in the Base Zoning District shall be met.
 3. No fence or wall shall obstruct natural drainage or extend within a wetland, drainage ditch, stream, or river.
 4. Fences may be constructed within utility and drainage easements with the written permission of the Zoning Administrator.
 5. Wire fences other than chain link are not permitted within five (5) feet of the property line.
 6. All fences shall be located at least four (4) feet from an alley right-of-way.
- E. **Fence Construction and Maintenance.**
1. Every fence shall be constructed in a professional manner and of substantial materials reasonably suitable for the purpose for which it is intended. The materials and design shall be compatible with other structures in the area in which the fence is located and shall not cause blight or a negative impact.
 2. Every fence shall be regularly maintained and shall not become or remain in a condition of disrepair or constitute a nuisance.
 3. All posts or similar supporting devices used in the construction of fences shall face inward toward the property being fenced. That side of the fence considered to be the face shall be oriented toward abutting property or rights-of-way.
 4. Electric and barb wire fences are prohibited in residential districts.
 5. Within non-residential districts, barbed wire may be attached to the tops of fences with the following conditions:
 - a. Fences shall be a minimum of eight (8) feet in height exclusive of the security arm.
 - b. The security arm shall be angled in such a manner that it extends only over the property of the permit holder.
 - c. Wire security fencing shall not be permitted within the required front yard or along a property line abutting a residential use.
 6. Solid walls, including retaining walls in excess of forty-eight (48) inches in height require a building permit.
 7. The good or finished side shall face the neighboring property.
 8. All fences that completely enclose an area shall contain a gate to provide public safety access.
- F. **Fence Height.**

**BRAINERD, MN
Chapter 515 ZONING**

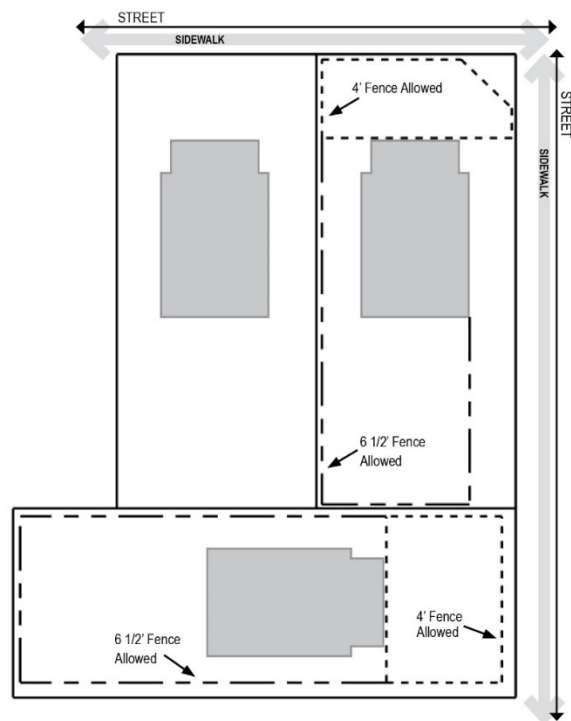
1. Fences may be located in any yard up to a height of four (4) feet.



2. Except as prohibited by Section [D] a fence up to six and one half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

3. Fence height shall be measured from the adjacent ground level to the top of the fence section on the side facing the neighboring property. Fence posts above the fence section and ornamental post features are exempt from the height limits.

Figure 515-4-11.1 Fence Height Lot Diagrams



4. Height Exceptions.

- a. Fences for sport courts may be up to 12 feet in height with ten (10) foot setback from any property line, and must be located behind the principal structure
- b. Residential fences up to eight and one half (8½) feet in height are permitted along a property line abutting a commercial, industrial, or semi-public use or non-residential zoning district.
- c. Non-residential fences up to eight and one half (8½) feet in height are permitted. Such fences in a front yard must be ninety (90) percent open.
- d. Fences taller than eight and one half (8½) feet in non-residential districts require a Conditional Use Permit.



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Consider Revising Corner Lot Fence Requirements

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Gabe Johnson, Councilmember, James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: Gabe Johnson, Councilmember, James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

According to Section 515-4-11 Fence Standards of the Zoning Code, fences may be located in any yard up to a height of four (4) feet. A fence up to six and one-half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

Corner lots have two front facades as the house faces two streets. Permitted corner lot fence construction is depicted in Figure 515-4-11.1, which is included as an attachment.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Corner lot property owners consistently have issues with the construction of backyard privacy fences. The fence often bisects the property, splitting the backyard in half. Staff have attached two images of houses within one block of each other that have rear yard fence issues because the primary structure is set far from the side yard corner setback. Along with Council Member Johnson, staff recommend potential changes for corner properties in which a rear yard abuts an alley. Variances should not be a remedy for these instances due to the high volume of properties that experience the same difficulties. The findings would not indicate a practical difficulty unique to the site.

However, staff do not recommend a change for corner properties that abut another property line as the increase in fence height may impact the neighboring property's front yard. Variances should be reserved for those instances.

Example Language: For corner properties, if the rear yard abuts an alley, a fence up to six and one half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side lot lines, and then along the side lot lines and the rear lot line.

RECOMMENDED ACTION/MOTION:

Direct staff to draft an ordinance with the above language for the Planning Commission to consider.

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: May 19th, 2025

RE: Consider Revising Corner Lot Fence Requirements

AERIAL MAP

Current ordinance - allowable six-foot fences depicted in red



Proposed language - allowable six-foot fences depicted in red



From: [Gabe Johnson](#)
To: [James Kramvik](#)
Cc: [Nick Broyles](#); [Mike ODay](#)
Subject: Fence Ordinance
Date: Tuesday, May 13, 2025 5:32:15 PM

James,

Thank you for meeting with me and my constituent today to discuss their fence predicament.

I am emailing to request you add an item to new business for the council to consider revising our fence rules placed on corner lots, specifically setback requirements.

Please prepare a recap of the specific property on 12th St and a potential path forward for any changes.

Thanks,

Gabe

NOTICE OF HEARING

Notice is hereby given that the City of Brainerd Planning Commission will be conducting a public hearing to consider a proposed ordinance amending Section 515-4-11 Fence Standards. The purpose of this ordinance is to allow additional privacy fencing for corner lots that abut an alley. As proposed for corner properties, if the rear yard abuts an alley, a fence up to six and one half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side corner lot line, and then along the side lot line to the rear lot line.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, June 18th, 2025, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the proposed ordinance.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 4th day of June, 2025



James Kramvik
Community Development Director

Publication Date: June 7th, 2025



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: First Reading - Proposed Ordinance 1590 - Annexation of Dunmire's

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Christopher Dunmire has submitted a petition for annexation of parcel 81160517, which includes Dunmire's Bar and Grill.

The City may annex parcel 81160517 by ordinance if the land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available (from another municipality), and the municipality receives a petition for annexation from all the property owners of the land.

The public hearing will be held at the July 21st City Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Oak Lawn Township has reached out to City staff and has not voiced any concerns at this time.

RECOMMENDED ACTION/MOTION:

1) Conduct the first reading of Proposed Ordinance 1590 and dispense with the actual reading.

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

FINANCIAL IMPACT:

**ORDINANCE
NO. 1590**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
PROPERTIES LOCATED IN OAK LAWN TOWNSHIP, CROW WING COUNTY, TO THE CITY
OF BRAINERD, CROW WING COUNTY MINNESOTA, PURSUANT
TO MINNESOTA STATUTE 414.033**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Christopher Dunmire, 12110 State Highway 210, Brainerd, MN 56401, the fee owners of certain property in the County of Crow Wing, State of Minnesota, described as follows:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section Sixteen (16), Township Forty-Five (45), Range Thirty (30), described as follows: Beginning at a point where the West line of State Trunk Highway No. 210, as located on December 22, 1939 (Book 98 of Deeds, page 613) as located in said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), intersects the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4); thence Southwesterly along the West line of said State Trunk Highway No. 210 for a distance of 36 rods; thence Northwesterly at right angles to the West line of State Trunk Highway No. 210 for a distance of 9 rods; thence Northeasterly parallel to the West line of State Trunk Highway No. 210 to the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), thence Easterly along said North line to the point of beginning. EXCEPT all that part of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section Sixteen (16), Township Forty-Five (45), Range Thirty (30), shown as Parcel 230C on Minnesota Department of Transportation Right-of-Way Plat No. 18-17.

AND

Together with a non-exclusive easement for ingress and egress from that certain real property described as follows: That part of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section Sixteen (16), Township Forty-Five (45), Range Thirty (30), Beginning at a point where the West line of State Highway No. 210, as described in Book 89 of Deeds, page 1, intersects the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4); thence Southwesterly along the West line of said State Highway No. 210 for a distance of 36 rods; thence Northwesterly at right angles to the West line of State Trunk Hwy. No. 210 for a distance of 9 rods; thence Northeasterly parallel to the West line of State Trunk Highway No. 210 to the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4); thence Easterly along said north line to the point of beginning.

Said easement to be over and across those tracts legally described to wit:

Beginning at a point on the Northwesterly Right-of-Way line of State Highway No. 210, as shown on Highway Right-of-Way plat 18-5, which is the Southeast corner of the tract of land conveyed from Joseph Majewski to Gene Venzon, Jr. in Book 212 of Deeds, page 75; thence Southwesterly along said Highway No. 210, 60 feet to the northeast corner of Parcel 230A, Point B10, on said highway Right-of-Way plat 18-5; thence Northwesterly 15 feet, more or less, to point B9, as shown on said plat; thence continuing on the same bearing a distance of 30 feet; thence Northeasterly parallel with the Northwesterly Right-of-Way line of Highway No. 210, 60 feet more or less, to the Southwesterly line of said tract conveyed from Majewski to Venzon in Book 212 of

Deeds, page 75; thence Southeasterly along the South line of the Majewski/Venzon tract 45 feet to the point of beginning.

And over and across that real property legally described to wit:

Beginning at a point where the West line of State Highway No. 210, as said highway is described in Book 89 deeds, page 1 and as located in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4), Section Sixteen (16), Township Forty-Five (45), Range Thirty (30), intersects the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4); thence Southwesterly along the West line of said State Highway 210 as described in Book 89 of Deeds, page 1 for a distance of 37 rods to the point of beginning of the easement herein described; thence Northwesterly at right angles to the West line of State Highway No. 210 as described in Book 89 of Deeds, page 1 for a distance of 10 rods; thence Northeasterly parallel to the West line of State Highway No. 210 as described in Book 89 of Deeds, page 1 to the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4); thence East along the North line of said Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) to the Northwesterly corner of the tract of land conveyed from Joseph Majewski to Gene Venzon Jr. in Book 212 of Deeds, page 75; thence Southwesterly along the Northwesterly border of said Majewski/Venzon tract to the Southwesterly corner of said Majewski/Venzon tract; thence Southeasterly along the Southwesterly border of said Majewski/Venzon tract to the Northwesterly right of way of State Highway No. 210, then Southwesterly along the highway Right-of-Way of State Highway No. 210, one rod to the point of beginning of the easement herein described.

P.I.N. 81160517

filed a petition with the City Council of the City of Brainerd pursuant to Minnesota Statutes section 414.033, subdivision 2 (3). This property is located within Oak Lawn Township of Crow Wing County. This area contains approximately 1.44 acres of land.

SECTION TWO: That said realty abuts the City of Brainerd and is less than 120 acres in size.

SECTION THREE: That pursuant to Minnesota Statutes section 414.033, subdivision 13, the petitioner will see no change in their electric utility service at this time.

SECTION FOUR: That pursuant to Minnesota Statutes Section 414.033, Subdivision 2b, the City of Brainerd held the required public hearing and notified the Township along with all landowners within and contiguous to the area being annexed.

SECTION FIVE: Annexation of said realty to the City is in the best interest of the City and the territory affected and accordingly, said realty is hereby annexed to the City and zoned as GC (General Commercial) District so as to become and be part of the City and included within its corporate limits and boundaries thereof.

SECTION SIX: The area to be annexed is presently served by public water facilities and public wastewater facilities from Brainerd Public Utilities.

SECTION SEVEN: The property taxes payable on the annexed land shall continue to be paid to the affected town for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1, of a levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after

August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year. The first year following the year when the City could first levy on the annexed area, property taxes on the annexed land shall be paid to the City.

SECTION EIGHT: A portion of the property is in the flood fringe and the shoreland zone. Existing City land use controls conform to State shoreland requirements.

SECTION NINE: This Ordinance shall take effect upon final approval by the Chief Administrative Law Judge of the Minnesota Office of Administrative Hearings.

Adopted this ____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this ____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time, _____



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Adopt Resolution - Award Bid - Improvement 23-13 - TH 371B/Willow Street Roundabout 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): 5 Minutes

SUMMARY OF ISSUE: Bids for the project were opened on Thursday, June 26th at 10 a.m. Attached to this request are the bid results and a resolution accepting those results for Improvement 23-13 - TH 371B/Willow Street Roundabout Project. MnDOT is also reviewing the bid results and must approve before the contracts can be executed.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 23-13 is a project that includes reconfiguration of the intersection of Highway 371B and Willow Street into a roundabout and reconstruction of Willow Street from South 6th Street to South 7th Street. In total, 2 bids were received. The Bid Summary is attached. Engineer's Estimate for the improvement is \$1,567,059.20. The low bidder is Landwehr Construction, Inc. with a total bid of \$1,412,747.85. The bid represents a cost that is \$154,311.35 under engineer's estimate (9.9% under engineer's estimate). In reviewing the bids, it appears that the bids received were responsible and appropriate for the scope and scale of the project.

As a reminder, the City was granted \$750,000 in HSIP funds towards construction of the roundabout (90/10 match). With the bid results, it is likely that the full grant will not be utilized and some funds will be turned back. A breakdown of costs (not including engineering and right of way) are as follows:

- Street Costs
 - Grant Eligible = \$386,513.33 (\$347,862 HSIP, \$73,807 City)
 - Not Grant Eligible (Willow Reconstruction) = \$108,788.65
- Storm Sewer Costs
 - Grant Eligible = \$82,007.78 (\$73,807 HSIP, \$8,200.78 City)
- Watermain Costs = \$137,346.84

- Sanitary Sewer Costs = \$39,111.50

Costs do not include engineering. Overall, City construction costs (including utilities) after grant funds are estimated to be totaling \$223,310.45.

RECOMMENDED ACTION/MOTION: Staff recommends adopting the attached resolution in which accepts the bids and awards the contract to Landwehr Construction, Inc. in the total contract amount of \$1,412,747.85 and authorize proper signatures on the agreement documents.

FINANCIAL IMPACT: \$1,412,747.85

RESOLUTION
NO. _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

IMPROVEMENT 23-13

Street Reconstruction

Willow Street – South 6th Street to South 7th Street

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Landwehr Construction, Inc.	\$1,412,747.85
J.R. Ferche, Inc.	\$1,955,914.65

AND WHEREAS, Landwehr Construction, Inc. is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Landwehr Construction, Inc. for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications therefore approved by the City Council and of record 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 July 2025

MIKE O'DAY
President of the Council

Adopted this 8th day of July 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Improvement 23-13 - TH 371B/Willow Street Roundabout Project**Bid Summary**

Bid Opening

June 26th, 2025 - 10 a.m. (Local Time)

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$ 1,567,059.20	
Landwehr Construction, Inc.	\$ 1,412,747.85	9.85% UNDER
J.R. Ferche, Inc.	\$ 1,955,914.65	24.81% OVER



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Adopt Resolution Supporting the Crow Wing County Sheriff's Office Agreement

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Jeff Czczok, Councilmember

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Consider a resolution in support of the Enforcement Agreement between the Crow Wing County Sheriff's Department and the US Immigration and Customs Enforcement (ICE) Department of March 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Adopt Resolution in support of the Enforcement Agreement between Crow Wing County Sheriff's Department and the US Immigration and Customs Enforcement Department.

FINANCIAL IMPACT: N/A

RESOLUTION

xx:25

A RESOLUTION SUPPORTING CROW WING COUNTY SHERIFF'S OFFICE AGREEMENT

WHEREAS we on the Council are public servants and understand the hard choices that sometimes must be taken in times that are quite difficult, and even divisive, we are convinced it is important for governing entities to support each other and acknowledge that we have good, solid people in offices in Crow Wing County. The Sheriff's Office, right now, is certainly an example we can all be proud of and be sure that such decisions being made by them are sincerely coming from allegiance to their oaths and are made in their studied assessment of the best interests and needed security of the citizens of Crow Wing County, and the safety of all its inhabitants.

BE IT RESOLVED , the Brainerd City Council hereby fully resolves to endorse the Enforcement Agreement Sheriff Klang and his office entered into with Immigration and Customs Enforcement this past March.

Adopted this 7th day of July 2025

MIKE O'DAY
President of the Council

Approved this 8th day of July 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: July 7, 2025

TITLE OF ITEM: Discussion on Airport Funding

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Gabe Johnson, Councilmember

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: City staff needs to have conversations with County staff regarding the 2026 airport funding.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Direct staff to work with County staff and discuss airport funding.

FINANCIAL IMPACT: N/A

From: [Toni Gage](#)
Cc: [Nick Broyles](#); [Connie Hillman](#); [Joseph J. Langel](#)
Bcc: [City Council](#)
Subject: City Council Data Request
Date: Tuesday, June 17, 2025 8:48:00 AM
Attachments: [12-31-24 \(final & signed\).pdf](#)
[image001.png](#)
[Agenda - Tuesday, December 31, 2024.pdf](#)

Hello all,

Based on discussion last night, I believe this information satisfies the data request.
The County submitted the minutes to us.

I also provided the agreement with DHS from their packet.
The discussion: 17:00-24:00 on youtube <https://www.youtube.com/watch?v=A-ps4zZ9XQM>

Toni Gage



Toni Gage | Administrative Assistant
City of Brainerd | 501 Laurel St, Brainerd MN 56401
(218) 454-3402 | tgage@ci.brainerd.mn.us

Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

**CROW WING COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES**

Historic Courthouse
Brainerd, Minnesota

12/31/2024

1. Call to Order and Pledge of Allegiance

Chair Lubke called the meeting to order at 9:00 AM and called for participation in reciting the Pledge of Allegiance followed by a moment of silence.

Present: Paul Koering, Jon Lubke, Steve Barrows, Rosemary Franzen,
Doug Houge

Others Present: County Attorney Donald Ryan, Administrative Coordinator Therese
Norwood

2. Open Forum - None

3. Commissioner Comments

Chair Lubke commented that being the Board Chair is an honor and a privilege and also a duty and responsibility and thanked the other Commissioners for allowing him to serve in that capacity.

4. Review and Approve Minutes

4.1. 12/17/24 Regular County Board Meeting Minutes

Moved by Commissioner Franzen seconded by Commissioner Koering to approve the minutes of the December 17, 2024 regular County Board meeting. Motion Passed [Unanimous]

5. Review and Approve Agenda

Moved by Commissioner Koering seconded by Commissioner Franzen to approve the agenda of the December 31, 2024 regular County Board meeting. Motion Passed [Unanimous]

6. Consent Agenda

Moved by Commissioner Barrows seconded by Commissioner Franzen to approve the following consent agenda. Motion Passed [Unanimous]

6.1. Bills

Approved the following expenditure listing for December 31, 2024, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	\$298,087.78
Restricted & Committed Funds	163,889.97

Highway Fund	357,607.74
Community Services Fund	201,069.57
Solid Waste (Non-Landfill) Fund	33,102.03
Land Management Fund	15,125.30
Unorganized Territories Fund	21,955.67
Ditch Fund	3,450.00
Capital Projects Fund	647,120.25
Landfill Fund	35,869.96
Child Protection	75.54
State of Emergency	60,903.52
Total	\$1,838,257.33

6.2. Personnel Actions

Approved the Human Resource Report for Personnel Actions dated December 31, 2024, as on file.

6.3. Donation to Mounted Patrol

Accepted the donation of \$500 to the Crow Wing County Mounted Patrol from the Nisswa Chamber of Commerce.

6.4. Designate Depositories, Conduct Banking Transactions, and Initiate Electronic Fund Transfers

Approved **Resolution #2024-70** (attached): GRANTING AUTHORITY TO THE ADMINISTRATIVE SERVICES DIRECTOR TO DESIGNATE DEPOSITORIES, CONDUCT BANKING TRANSACTIONS, AND INITIATE ELECTRONIC FUND TRANSFERS.

6.5. Board Commitments as of 12/31/24 (GASB 54)

Approved Board commitments of existing fund balances as of 12/31/24; and further, the amounts will be entered by the Finance Director after final calculations are completed after year end.

Board Commitments:

General Fund

Commitment for Other Post-Employment Benefits (OPEB)
Commitment for Information Technology
Commitment for Facilities
Commitment for Veteran Services Van
Commitment for Dive Team
Commitment for Mounted Patrol
Commitment for Explorers
Commitment for BLADE
Commitment for Triad
Commitment for Employee Recognition Program
Commitment for Honor Guard
Commitment for Thirty Lakes Watershed

Highway Fund

Commitment for 2024 Highway Improvement Plan (HIP) Construction

6.6. 2025 Tobacco License Renewals

Approved the 2025 Tobacco License renewal applications, as on file, subject to recommendation by the County Attorney and County Sheriff, subject to any delinquent taxes being paid, and authorized the Administrative Services Director to issue said Licenses.

6.7. Recreation Trail Permits

Approved the Snowmobile Trail Permits, as on file, and authorized the Chair and Land Services Director to sign said Permits.

6.8. Out-of-State Travel Request - Land Services

Authorized an Environmental Services Supervisor to attend the Great Lakes Certification Group to be held February 12, 2025 in Superior, Wisconsin, with all expenses to be paid from the Tax Forfeited Fund.

6.9. Classify Tax-Forfeited Parcels as Conservation

Authorized the classification of the following parcels to a conservation status: 7408E002, 53280500, 53330516, 53330519, 58050510, 7408A005, 7408A006, 7408A007, 7408A008, 7408F004, 89320506, 1102H000, 1102I000, 1102J000, 1102K000, 1102Q000, 1102X000, 1102E000.

6.10. Final Payment for Contract 24003 for SAP 018-603-026 and SAP 018-604-010 (Roundabout at CSAH 3 and 4)

Approved final payment to Anderson Brothers Construction Company of Brainerd, LLC for Contract No. 24003 for the total contract amount of \$2,490,591.42 for Projects SAP 018-603-026 and SAP 018-604-010 (Roundabout at CSAH 3 and CSAH 4), and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

6.11. Final Payment for Contract 24001 for SAP 018-636-020, CP 18-142-02, CP 018-030-08, CP 18-300-25

Approved final payment to Anderson Brothers Construction Company of Brainerd, LLC for Contract No. 24001 for the total contract amount of \$2,150,230.40 for Projects SAP 018-636-020, CP 18-142-02, CP 018-030-08, and CP 18-300-25 (Bituminous reconditioning on CSAH 36 between Cuyuna Trail and the East County Line, CR 142 between TH 210 and Eagleview Drive, CSAH 30 Turn Lane at CSAH 31, FAD Roads – Birch Grove Road, Hideaway Drive, Lake Allen Drive, Mary Allen Drive, and Haley Circle, and roads in the City of Crosslake, Mission Township, and Oak Lawn Township), and authorized the County Engineer to approve the Certificate of Final Contract Acceptance.

6.12. Agreement with MN Department of Revenue for Collection of Local Transit Sales and Use Tax

Authorized entering into an agreement between Minnesota Department of Revenue and

Crow Wing County establishing a flat rate of 1.00% for admin fees related to the collection and distribution of Crow Wing County's Local Option Sales Tax (LOST), and the Chair and County Administrator are authorized to sign said agreement.

6.13. 2024 Budget Amendment Highway Department

Approved receipt of \$2,102,204 in Federal Construction Funds for CSAH 12 Reconditioning Project in 2024 that were budgeted for 2025.

7. **Community Services**

7.1. Personnel Budget Amendment, Public Health Nurse Cannabis and Substance Use Prevention

Moved by Commissioner Barrows seconded by Commissioner Houge to approve the budget amendment for a Public Health Nurse to oversee the cannabis and substance use prevention grant duties. Motion Passed [4 to 1], with Commissioner Koering voted nay.

7.2. Public Health Nuisance - 23442 Rebel Road, Merrifield

Moved by Commissioner Barrows seconded by Commissioner Houge to approve **Resolution #2024-71** (attached): RESOLUTION DECLARING A PUBLIC HEALTH NUISANCE AT 23442 REBEL ROAD, MERRIFIELD, MN 56465. Motion Passed [Unanimous]

7.3. DHS Cost Neutral Transfer Agreement and Bridges of Hope Contract

Moved by Commissioner Barrows seconded by Commissioner Houge to approve the agreement between the State of Minnesota, through Department of Human Services (DHS), Homeless, Housing and Support Services Division, and Crow Wing County to support people with disabilities experiencing homelessness that are in need of emergency shelter from January 1, 2025 through June 30, 2025 for up to \$181,014.91, and through this agreement to authorize Crow Wing County to contract with Bridges of Hope to provide emergency sheltering from January 1, 2025 to June 30, 2025 for up to \$181,0014.91 to support individuals in the emergency shelter with a total capacity of 20 beds; and further, the Community Services Director is authorized to sign said agreement with DHS and the Bridges of Hope contract, subject to review as to form and execution by the County Attorney. Motion Passed [Unanimous]

8. **Land Services**

8.1. Crow Wing River Comprehensive Watershed Management Plan Memorandum of Agreement

Moved by Commissioner Franzen seconded by Commissioner Koering to approve the Memorandum of Agreement (MOA) allowing Crow Wing County to collaborate with other counties and soil and water conservation districts within the Crow Wing River Watershed to implement the Crow Wing River Watershed Management Plan; and further, the Chair and Environmental Services Manager are authorized to sign said MOA. Motion Passed [Unanimous]

9. **County Engineer**

9.1. Joint CWC/MnDOT RAISE Grant Application for TH 371 Corridor Improvements - Information Only

County Engineer Timothy Bray provided information on the Joint Crow Wing County/MnDOT RAISE Grant Application for TH 371 Corridor Improvements. Request for action will be on the next County Board Agenda.

10. **County Sheriff**

County Sheriff Eric Klang gave an update.

11. **County Attorney**

12. **County Administrator**

12.1. Senior Management Team Report – No report

12.2. Citizen Committee Appointments

The Chair made the following committee appointments:

COMMITTEE	APPOINTEE	TERM EXPIRES	DISTRICT	NOTES
Central MN Emergency Medical Services Region Advisory Committee	Kaitlyn Roach, Delegate	12-31-26	At-Large	Reappointment
Central MN Emergency Medical Services Region Advisory Committee	Rex Roach, Alternate	12-31-26	At-Large	Reappointment
Rollie Johnson Natural and Recreational Area Joint Powers Board	Bob Scharenbroich	01-31-26	At-Large	Reappointment

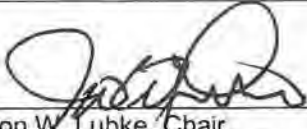
13. **Additional Business - None**

14. **Recognition of Outgoing County Commissioner Doug Houge**

The Board presented Commissioner Houge with a plaque for his 18 years of service as County Commissioner for District 5.

15. **Adjournment**

Moved by Commissioner Houge seconded by Commissioner Barrows to adjourn at 10:05 AM.
Motion Passed [Unanimous]



Jon W. Lubke, Chair
Board of County Commissioners



Deborah A. Erickson
County Administrator

Prepared by Therese Norwood

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, December 31, 2024

Community Services

Tami Lueck

ORIGINATING DEPARTMENT

PRESENTER

AGENDA ITEM: DHS Cost Neutral Transfer Agreement and Bridges of Hope Contract

PREVIOUS ACTION: N/A

COMMENTS:

RECOMMENDED BOARD ACTION:

To approve the agreement between the State of Minnesota, through Department of Human Services (DHS), Homeless, Housing and Support Services Division, and Crow Wing County to support people with disabilities experiencing homelessness that are in need of emergency shelter from January 1, 2025 through June 30, 2025 for up to \$181,014.91 and through this agreement authorize Crow Wing County to contract with Bridges of Hope to provide emergency sheltering from January 1, 2025 to June 30, 2025 up to \$181,0014.91 to support individuals in the emergency shelter with a total capacity of 20 beds. Kara Terry is authorized to sign said agreement with DHS and Bridges of Hope contract, subject to review as to form and execution by the County Attorney.

Approximate length of presentation: 10 minutes



Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Homelessness, Housing and Support Services Division (DHS) and Crow Wing County (Governmental Unit). The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

DHS, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: to support people with disabilities experiencing homelessness that are in need of emergency shelters.

Governmental Unit represents that it is duly qualified and willing to perform the services set forth in this AGREEMENT to the satisfaction of DHS.

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **January 1, 2025**, or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **June 30, 2025**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms. Governmental Unit has a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

2. DUTIES.

2.1 Governmental Unit's Duties. Governmental Unit shall:

A. Remove authorization for current Housing Support beds in MAXIS eligibility and payment system according to clause 2.2(B), or as agreed upon by both the DHS and the Governmental Unit.

B. Provide funding to community partners who provide emergency shelter and supplemental support services to adults experiencing homelessness and documented in the Minnesota Homeless Management Information System (HMIS) or reported on in monthly data reporting to the Governmental Unit.

C. Report annually, or more often if requested, to DHS on the following:

1. Unduplicated aggregate count(s) for the number of people served through the allocation funding;
2. Demographic information to include subpopulations;
3. Discharge destinations;
4. Occupancy rates (quarterly); and
5. Quantitative/Narrative data.

D. Administer annual allocations of these transferred funds using the following quality assurance plan:

1. Execute contracts with providers to include licensing, room and board, service, and staffing standards;
2. Use HMIS reports or monthly data reports to monitor eligibility, numbers of people served, and outcomes; and
3. Complete file audits to monitor contract compliance.

2.2 DHS's Duties: DHS Shall:

- A. Transfer up to one hundred eighty-one thousand fourteen dollars and ninety-one cents (**\$181,014.91**) from DHS's Housing Support funds to the Governmental Unit for room and board and supplemental services removed from the DHS's MAXIS payment and eligibility system;
- B. Pro-rate the **\$181,014.91** amount in SFY2025 accordingly to support individuals in the emergency shelters with a total capacity of 20 beds.
- C. Issue quarterly payments on a reimbursement basis following receipt of expense report from the Governmental Unit;
- D. Make annual adjustments to the Governmental Unit allocation to align with adjustments made to Housing Support rates; and
- E. Review the implementation and outcomes of the Governmental Unit plan at least biennially, and more frequently if requested.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration for all services satisfactorily provided by Governmental Unit under this AGREEMENT.

3.2 Terms of Payment. DHS must pay Governmental Unit within thirty (30) days after Governmental Unit presents invoices for services it performs.

3.3 Total Obligation. The total obligation of DHS for all compensation and reimbursements to Governmental Unit shall not exceed one hundred eighty-one thousand fourteen dollars and ninety-one cents (**\$181,014.91**).

4. CONDITIONS OF PAYMENT.

Governmental Unit will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's authorized representative for the purposes of administration of this AGREEMENT is **Nou Vang** or successor. Phone and email: 651-431-5756, nou.vang@state.mn.us. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

5.2. Governmental Unit. Governmental Unit's Authorized Representative is **Tami Lueck** or successor. Phone and email: (218) 824-1186 and tami.lueck@crowwing.gov. If Governmental Unit's Authorized Representative changes at any time during this AGREEMENT, Governmental Unit must immediately notify DHS.

5.3. Information Privacy and Security. (If applicable) Governmental Unit's responsible authority for the purposes of complying with data privacy and security for this AGREEMENT is **Deborah Erickson** or successor. Phone and email: (218) 824-1067 and debby.erickson@crowwing.gov.

6. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this AGREEMENT are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this AGREEMENT.

7. E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of DHS, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of DHS. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to DHS upon request.

8. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by DHS, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or

- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

Nothing within this AGREEMENT, whether express or implied, shall be deemed to create an obligation on the part of DHS to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this AGREEMENT, and to all terms subsequently added, without regard to order of precedence.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to Governmental Unit under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that Governmental Unit will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, Governmental Unit is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If Governmental Unit has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, Governmental Unit will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as Governmental Unit under this AGREEMENT, Governmental Unit must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. Governmental Unit will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either Governmental Unit or DHS.
- d. In its capacity as Governmental Unit under this AGREEMENT, Governmental Unit is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by Governmental Unit in

performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.

- e. If Governmental Unit receives a request to release data created, collected, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT, Governmental Unit must immediately notify and consult with DHS's Authorized Representative as to how Governmental Unit should respond to the request.
- f. Under this AGREEMENT, Governmental Unit is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.
- g. Governmental Unit's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. Governmental Unit must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.

11. TERMINATION.

11.1 Termination. DHS or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must provide the Governmental Unit notice of the lack of funding within a reasonable time of DHS's receiving that notice.

12. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

12.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

12.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

12.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

12.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Governmental Unit. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

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Signature Page Follows

Attachment: Crow Wing County-CNT JPA Final (6455 : DHS Cost Neutral Transfer Agreement and Bridges of Hope Contract)

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

Governmental Unit

State Authorized Representative

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

3. DHS

By (with delegated authority): _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By (with delegated authority): _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division